

# AGENDA



## BOARD OF EDUCATION

February 3, 2022

Beach Street Middle School  
17 Beach Street

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

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**February 3, 2022**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the January 18, 2022 Planning Session.
- VI. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
  - A) Education Committee {2/1/2022}
  - B) Finance Committee {2/1/2022}
  - C) Buildings & Grounds Committee {2/1/2022}
  - D) Special Education Committee {2/2/2022}
  - E) Safety Committee {1/18/2022}
- IX. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Surplus
    - 1. Spanish textbooks – Beach Street Middle School
    - 2. Biology textbooks – West Islip High School
  - C) Approval of Health Services Contract
    - 1. Bay Shore UFSD ~ \$17,307.87
  - D) Approval of Change Order
    - 1. Mt. Olympos Restoration Inc. \$20,000 West Islip High School
- XI. **PRESIDENT'S REPORT**
  - A) Approval of Suffolk County Police Department Memorandum of Understanding re: School Resource Officer
  - B) Approval of revised School Reopening Plan 2021-2022
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- 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 contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. 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.*
- XII. **CLOSING** - Adjournment

**PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
January 18, 2022– Beach Street Middle School**

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

**ABSENT:** None

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

**ABSENT:** None

**ATTORNEY:** None

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

**APPROVAL OF MINUTES**

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the minutes of the January 6, 2022 Regular Board Meeting.

**ANNOUNCEMENTS / DISCUSSION**

Test to Stay Protocol - The Board had a discussion regarding the Test to Stay protocol offered by the New York State Department of Health. The district will not be adopting this protocol.

**PERSONNEL**

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 1/18/2022 Personnel Agenda as listed below:

**TEACHERS**

**T-1**

**PROBATIONARY APPOINTMENT**

Katherine Blumin, Speech  
Effective February 3, 2022 to February 2, 2026  
(Paul J Bellew; Step 1A<sup>4</sup>, replacing Linda Schmid )

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

**T-2**

**PROBATIONARY APPOINTMENT (AMENDED)**

Kaitlin Palmieri, Psychologist  
Effective December 6, 2021 to December 5, 2024  
(High School; change in date from December 6, 2021 to December 5, 2025)

**CL-1**

**CHANGE IN STATUS**

Sean McAleavey, Director of School Safety

Effective January 7, 2022  
(District Wide; change from Provisional Director of School Safety)

**CL-2**                    **SUBSTITUTE ASSISTANT COOK** (\$21.37/hr.)  
Kim Landhauser, effective January 19, 2022

**CL-3**                    **CHANGE IN TITLE**  
Katherine Keller, Special Education Aide  
Effective January 24, 2022  
(Paul J. Bellew; Step1; change from Cafeteria Aide; replacing T. Bell {resigned})

**OTHER**

**SUBSTITUTE TEACHER** (\$130 per diem)  
Erika Montemurro, effective January 19, 2022  
Thomas Renick, effective January 18, 2022, *student teacher*

**CLUBS/ADVISORS 2021-2022**

**BEACH STREET**

Peer Tutoring Grade 6, Kristin Grossi  
Games and Activities Club, John Kennedy

**HIGH SCHOOL**

Creativity Action Service, Edward Jablonski & Virginia Scudder {shared}  
Costume Director, Ryan Jensen & Melissa Senatore {shared}

**PAUL J BELLEW**

Science Buddies, Kristen Amoia

**UDALL**

Costume Director, Justin DeMaio  
Drama Director, Keith DeMaio  
Set Design, Edward McManus

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution: Internal Audit Corrective Action Plan.

**RESOLUTION:**

Recommend the Board of Education approve the Corrective Action Plan in response to the internal auditors' Agreed-Upon Procedures Report dated November 23, 2021, submitted by the Assistant Superintendent for Business.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Cullen & Danowski, LLP Internal Audit Engagement Letter, made motion.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Special Education Contracts 2021-2022: Deer Park UFSD and Kings Park CSD.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Smart Schools Final Investment Plan - Phase 2.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:52 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:57 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 7:58 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:22 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:22 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1                                    PROBATIONARY APPOINTMENT**

Alexandra Ragin, School Counselor  
Effective August 17, 2022 to August 16, 2025  
(High School; Step 1<sup>4</sup>; replacing Salvatore Losardo {retired})

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

Kaitlin Palmieri, Psychologist  
Effective December 13, 2021 to December 12, 2024  
(High School; change in date from December 6, 2021 to December 5, 2024)

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

**T-3                                    REGULAR SUBSTITUTE**

Megan Rooney, Special Education  
Effective January 28, 2022 through June 30, 2022  
(Manetuck; Step 1A<sup>1</sup>; replacing Deanna Johnson {LoA})

Sarah Campbell, Health  
Effective February 2, 2022 through June 30, 2022  
(Beach; Step 1A<sup>4</sup>; replacing Shanan Mauro {LoA})

**T-4                                    TENURE APPOINTMENT**

Jeremy Robertson, Physical Education  
Effective January 25, 2022

**TEACHING ASSISTANTS**

**TA-1                                    PROBATIONARY APPOINTMENT, (AMENDED)**

Kierstin Ryder  
Effective August 31, 2021 to August 30, 2025  
(Bayview; change in step from Step 1 to Step 3)

**CIVIL SERVICE**

**CL-1                                    PROBATIONARY APPOINTMENT**

Catherine Sinchi, Special Education Aide  
Effective February 4, 2022  
(Manetuck; Step 1; replacing C. Rendino {resigned})

CIVIL SERVICE, continued

**CL-2**                    **SUBSTITUTE GUARD**

Daniel Jagiello, effective February 4, 2022 (\$22.80/hr)  
Brian Puglisi, effective February 7, 2022 (\$22.80/hr)

**CL-3**                    **SUBSTITUTE PARAPROFESSIONAL** (\$15/hr)

Jenine Schroeder, effective February 4, 2022

**OTHER**

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

Christie Rendino, effective January 20, 2022, *student teacher*

**ADULT EDUCATION SPRING 2022**

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  
Caylee Klimuszko (Lifeguard) \$20/hr  
Evan Levy (Social Security Planning) no cost to West Islip  
Bruce Lieberman (Defensive Driving) no cost to West Islip  
Jane Loehle (Aquacise) \$35/hr  
Lea Parascandola (Lefeguard) \$20/hr  
Nizza Tasayco (Volleyball) \$35/hr  
Richard Tesoro (About Boat Safety) no cost to West Islip  
Robert Watts (Introduction to Guitar/Piano) \$30/hr

**ENRICHMENT INSTRUCTORS SPRING 2022** (\$275 per session)

Lisa Cosgrove (Coding is Cool, Coding for Kids)  
Justin DeMaio (LEGOS I & II)  
Michelle Edgley (Soak & Scrub, Crime Scene Capers)  
Theresa Robertson (Creative Cooking I & II)

**CLUBS/ADVISORS 2021-2022**

**MANETUCK**

Coding, Louis Riley

OTHER, continued

**SPRING 2022 HIGH SCHOOL COACHES**

**BASEBALL**

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

**SOFTBALL**

Colleen Reilly, Varsity Coach  
John T. Denninger, Assistant Varsity Coach  
Edward Jablonski, J.V. Coach

**BOYS TRACK**

Jeremy Robertson, Varsity Coach  
John Lavery, Assistant Varsity Coach

**GIRLS TRACK**

Nicholas Grieco, Varsity Coach  
Vincent Melia, Assistant Varsity Coach

**BOYS LACROSSE**

Thomas Corcoran, Varsity Coach  
Kyle Kerrigan, Assistant Varsity Coach  
Sean McAleavey, J.V. Coach  
Michael Delgado, Assistant J.V. Coach  
Scott Mattera, Varsity Volunteer Coach  
Anthony Pellati, J.V. and Varsity Volunteer

**GIRLS LACROSSE**

Joseph Nicolosi, Varsity Coach  
Brian Cameron, Assistant Varsity Coach  
Thomas Powers, J.V. Coach  
Annelise Muscietta, Assistant J.V. Coach

**BOYS TENNIS**

George Botsch, Varsity Coach  
James Dooley, J.V. Coach  
Norm Wingert, Varsity Volunteer Coach

**GIRLS GOLF**

Thomas Loudon, Varsity Coach

**UNIFIED BASKETBALL**

Ryan Foley, Coordinator  
Erin Bies-Harris, Assistant Coordinator

**SPRING 2022 MIDDLE SCHOOL COACHES**

**BASEBALL**

Kevin Osburn, 7-8 Udall Coach  
Frank Franzone, 7-8 Beach Coach



OTHER, continued

**SPRING 2022 MIDDLE SCHOOL COACHES**, continued

**SOFTBALL**

Tara Annunziata, 7-8 Udall Coach

**BOYS TRACK**

Kevin Murphy, 7-8 Udall Coach

Christopher Salerno, 7-8 Beach Coach

**GIRLS TRACK**

Lindsay Morgan-Valentino, 7-8 Beach Coach

**BOYS LACROSSE**

Greg Schmalenberger, 7-8 Udall Coach

Dennis J. Coleman, Assistant Udall Coach

Louis Riley, 7-8 Beach Coach

Michael Murray, Assistant Beach Coach

**GIRLS LACROSSE**

Cara Douglas, 7-8 Udall Coach

Kristen Doherty, 7-8 Beach Coach

Sarah Campbell, Assistant Beach Coach

**BOYS & GIRLS SWIMMING**

Thomas Bruder, 7-8 Udall/Beach B & G Coach

Daniel Gschwind, Assistant Udall/Beach B & G Coach

**BOYS TENNIS**

JoAnne Orehosky, 7-8 Udall/Beach Coach

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

**MEMORANDUM**

**TO:** *Elisa Pellati, Asst. Superintendent for Business*  
**CC:** *Andrew O'Farrell, Elyse Patti-McDonald*  
**FROM:** *Amanda Harvey*  
**DATE:** *January 19, 2022*  
**RE:** *Surplus Textbooks*

*Beach Street Middle School has the following old textbooks on hand for surplus:*

-Bienvenidos

Authors: Conrad J. Schmitt & Protase E. Woodfor  
Publisher: McGraw-Hill  
ISBN#: 002641001X

29 Copies

*Thank you.*



# West Islip Public Schools

Debbie Langone

Director of Science and Engineering Technology K-12

1 Lion's Path, West Islip, NY 11795

Email: [D.Langone@wi.k12.ny.us](mailto:D.Langone@wi.k12.ny.us)

Phone (631) 504-5809

To: Bernadette Burns  
From: Debbie Langone  
Date: January 18, 2022  
RE: Surplus of Books

This memorandum is to request that we excess the following books from West Islip High School:

Quantity: 31  
Course: AP Biology  
Title: Biology: The Unity and Diversity of Life 11th edition, 2005  
Cecie Starr/Ralph Taggart  
ISBN 0-495-01599-7

These texts were written to support an old AP Biology curriculum and do not support the new curriculum released from the AP College Board.

If you need any further information, please let me know.

Pc: Dawn Morrison  
Elisa Pellati

**BAY SHORE UNION FREE SCHOOL DISTRICT**  
**Business Office**  
**75 West Perkal Street**  
**Bay Shore, NY 11706**  
**(631) 968-1104**

**To:** Business Office  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

**Invoice:** HS21/22

**Date:** 01/11/22

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2021-22 Health Services for 17 West Islip student(s) attending  
non-public schools in Bay Shore @ \$1,018.11 per student =

\$17,307.87

*Please make checks payable to: Bay Shore UFSD*  
Original

## HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 15th day of December, 2021 by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT (“BAY SHORE”), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (“WEST ISLIP”) as the party of the second part, having its principal place of business at 100 Sherman Avenue, West Islip, New York, 11795.

### WITNESSETH

**WHEREAS**, the WEST ISLIP School District has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the WEST ISLIP School District and attending non-public schools in the Bay Shore Union Free School District;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on the 15th day of December, 2021 for the period of July 1, 2021 through June 30, 2022, and terminate on June 30, 2022, unless terminated earlier in accordance with the terms set forth herein.
2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the WEST ISLIP School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
  - a. Nurse Services
  - b. Physician/Dental Services
  - c. School Speech Correction Services
  - d. School Psychological Services
  - e. School Social Work Services
  - f. Examinations for Participants in Athletics
  - g. Notification of Parents Regarding Defect and Follow-Up
  - h. Vision and Hearing Tests
  - i. First Aid Supplies and Health Record Forms
  - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the parties that BAY SHORE may not provide such services to pupils attending non-

public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to WEST ISLIP for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. WEST ISLIP shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to WEST ISLIP upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to WEST ISLIP for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, WEST ISLIP will pay BAY SHORE at the rate of \$1,018.11 per student for the period July 2021 through June 2022.
6. BAY SHORE shall immediately notify the WEST ISLIP School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. WEST ISLIP shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on WEST ISLIP.
8. WEST ISLIP agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or WEST ISLIP's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. WEST ISLIP agrees to retain all materials and

records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.


9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District  
75 West Perkal Street  
Bay Shore, NY 11706

West Islip Union Free School District  
100 Sherman Avenue  
West Islip, NY 11795

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND WEST ISLIP, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of WEST ISLIP hereby represents and warrants that the undersigned is an officer, director, or agent of WEST ISLIP with full legal rights, power, and authority to enter into this Agreement on behalf of WEST ISLIP and bind WEST ISLIP with respect to the obligations enforceable against WEST ISLIP in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

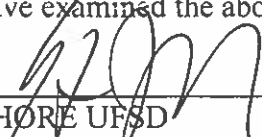
**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first set forth above.

By:   
 BAY SHORE UFSD  
 Printed Name: Andrew A. Arcuri  
 Title: *Board of Education President*  
 Date: 12/15/21

By: \_\_\_\_\_  
 West Islip UFSD  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPROVAL OF SUPERINTENDENT**

I have examined the above contract and hereby approve the same.

By:   
 BAY SHORE UFSD  
 Printed Name: Steven J. Maloney, Ed.D.  
 Date: 12/15/21

By: \_\_\_\_\_  
 West Islip UFSD  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



# CHANGE ORDER

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

SED No. 58-05-09-03-0-008-034  
Project Manager, Sigrid Coons

AIA DOCUMENT G701

PROJECT: West Islip UFSD	CHANGE ORDER NUMBER: 4
(name, address) Phase 4b Bond Work at West Islip High School	DATE: November 19, 2021
TO CONTRACTOR: Mt. Olympos Restoration Inc.	ARCHITECT'S PROJECT NO.: 17-371a
(name, address) 3910 Bayberry Lane Seaford, NY 11783	CONTRACT DATE: January 10, 2020
	CONTRACT FOR: General Construction, D-W (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

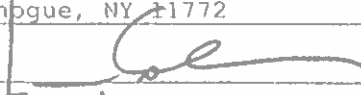
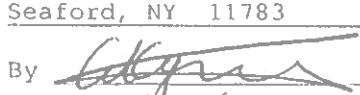
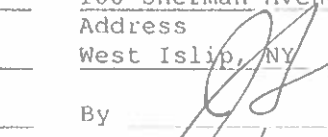
- Demolition and construction of new water cooler enclosures in corridors in ten (10) locations. Work includes demo, new framing, sheetrock, tape, spackle and paint.  
\$2,000.00/location. Add. .... \$20,000.00
- Total Additional Cost ..... \$20,000.00**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 529,000.00  
 Net change by previously authorized Change Orders ..... \$ 76,674.81  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 605,674.81  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 20,000.00  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 625,674.81  
 The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by zero ( 0 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

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

Burton Behrendt & Smith, PC	Mt. Olympos Restoration Inc.	West Islip UFSD
ARCHITECT	CONTRACTOR	OWNER
244 E. Main Street	3910 Bayberry Lane	100 Sherman Avenue
Address	Address	Address
Patchogue, NY 11772	Seaford, NY 11783	West Islip, NY 11795
By 	By 	By 
Date 11-23-21	Date 12/13/21	Date 1/25/22
(631) 475-0349	516-503-8224	631-893-3200

**COUNTY  
OF  
SUFFOLK  
NEW YORK**

**POLICE  
DEPARTMENT**  
POLICE COMMISSIONER

**Memorandum of  
Understanding**

## **1. Parties:**

This Memorandum of Understanding is entered into by and between the WEST ISLIP UNION FREE SCHOOL DISTRICT (School District); and the Suffolk County Police Department (SCPD) for the placement of School Resource Officers (SROs) within the School District.

## **2. Authority:**

This agreement is adopted pursuant to N.Y. EDUC. LAW § 2801-a (as amended by 2019 Sess. Law News of N.Y.Ch.59 (1509-C) (2019)), which requires schools to define the roles and responsibilities of school personnel, security personnel, and law enforcement officers that are deployed in schools.

## **3. Purpose:**

- a) The SCPD and School District, in order to ensure a successful SRO program, will build a positive relationship between law enforcement, students, and school employees.
- b) The purpose of the Program is to ensure a safe school environment; provide a clear protocol for school officials when responding to non-emergency situations in schools; foster positive interactions between and among students, school officials, and law enforcement; empower educators to respond to conflict in their school; reflect a shared commitment to the philosophy of de-escalation; and support a positive educational and social-emotional climate at [Name] School District ("District") public schools.
- c) The purpose of this Agreement is to provide clarity and understanding regarding the roles and responsibilities of SROs and to create an MOU that ensures the rights of students per NY Law and the District's Code of Conduct.

## **4. Definitions**

- a) "Arrest" means placing a person in police custody, with or without the use of handcuffs or other mechanical restraints.
- b) "Code of Conduct" means the document the board of education or the trustees of the District developed, adopts, enforces, and amends, where appropriate, for the maintenance of order on school property, including a school function, which shall govern the conduct of students, teachers, other school personnel, and visitors. The Code of Conduct contains the District's behavioral and discipline policies required by New York law and is shared with students and parents. N.Y. EDU. Law § 2801 (2012)
- c) "Federal Immigration Authorities" or "Federal Immigration Enforcement Agency" means any officer, Employee, or person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement ("ICE"), Homeland Security Investigations ("HIS"), Customs and Border Protection ("CBP"), or United States Department of Homeland Security "DHS"), or any division thereof, who is charged with immigration law enforcement.

- d) “Parent” means a person in parental relation to the student such as: parents, legal guardian, or other person legally responsible for a student under New York law. N.Y. EDUC. Law 2 (2005); N.Y.GEN. OBLIG. LAW § 5-1551 (2018).
- e) “School official” means any employee of the District, school board member or New York State Education Department, or any individual school.
- f) “School property” means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of the public school in the District. “School property” also means in or on a school bus, whether owned and operated by the District or by carrier that the district contracts with for the transportation of its students.
- g) “School Resource Officer” (“SRO”) means sworn enforcement officers assigned to schools employed by SCPD who are assigned on a full or part-time basis to work in a District public school.
- h) “Student” refers to a person enrolled in a District public school or program.
- i) “Physical Force” and “Use of Force” The amount of effort required by police to compel compliance by an unwilling subject. ‘Force’ is generally defined along a continuum, from mere restraint to deadly physical force.”

## **5. Independent Entities:**

- a) SROs shall be employees of the SCPD and shall be subject to the administration, supervision and control of the SCPD. SROs shall not be employees of the School District. School District and SCPD acknowledge that the SROs shall remain responsive to the chain of command of the SCPD.
- b) Neither the SCPD nor the School District shall be an agent of the other. Neither the SCPD nor the School District shall have the authority to bind the other absent express, written consent to do so.
- c) SCPD shall be responsible for the payment of SROs’ salaries and benefits. SROs shall be subject to all other practices and policies of the SCPD, except as such practices or policies are modified to comply with the terms and conditions of this Agreement
- d) In their capacity as an employee of SCPD, an SRO shall abide by School District policies applicable to police, visitors and contractors.

## **6. Overall Roles and Responsibilities of the SRO:**

- a) Provide programs and initiatives to address negative trends which impact youth i.e. drugs, gangs, truancy, etc.( See the SCPD’s Community Relations Bureau landing page for specific programs and initiatives at <https://scpdcrb.suffolkcountyny.gov/>)
- b) Perform duties and responsibilities of duly sworn SCPD Officer
- c) Forge & maintain effective relationships with students, faculty, staff & administration.

- d) Assist school leaders in planning/execution of school safety drills including fire, lockdown, lockout and reunification in coordination with needs of the school district. Understand School District's Code of Conduct and assist school personnel in observing/reporting infractions.
- e) Plan/assist the district with emergency response for various circumstances
- f) Assist school officials when matters involving law enforcement officers is required
- g) Observe/evaluate potential threats to the safety of the student body.
- h) Serve as a visible deterrent to illegal/dangerous activity
- i) Handle requests for service in/around school, follow up on reports generated at School District, and engage parents/community as requested by school personnel or otherwise required.
- j) Assist in the development of emergency management and incident response systems including mitigation/prevention, preparedness, response, and recovery.
- k) Respond to unauthorized persons on School District property.
- l) Serve as a member of the School District's Threat Assessment Team.
- m) Serve as a member of the School District's District-wide and/or Building Safety Committee(s).
- n) Communicate regularly with School District security.

## **7. SRO Selection:**

- a) The SRO position will be filled according to the SCPD selection process. The SCPD will make the final selection of all SROs.
- b) The parties shall use a collaborative process in the assignment of SROs. Precinct and Bureau Commander shall assign SROs in collaboration with the Superintendent of Schools or designee in accordance with the following guidelines:
  1. The SCPD will provide the School District with relevant operational information, such as timely notification of SRO leaves and absences, SRO scheduling and availability.
  2. The School District shall provide SCPD with relevant operational information such as hours of operation, facilities and personnel issues.
  3. SROs will be assigned to the School District with the intent of providing qualified SCPD officers who have the job knowledge, experience, training, education, appearance, attitude, communication skills and bearing necessary to perform the unique role of an SRO.

4. In the event the Superintendent or designee believes that an SRO is not effectively performing his/her duties and responsibilities, the Superintendent or his/her designee shall notify the Precinct or Bureau Commander of the School District's concerns. The Precinct or Bureau Commander shall act in good faith to mutually resolve the School District's concerns. In the event the parties are unable to resolve the dispute, the School District may immediately terminate this agreement.
  5. In the event the Superintendent or designee or the SCPD receives information that an SRO has been arrested, charged with a crime or accused of sexual abuse, child abuse, corporal punishment, sexual harassment, or a violation of project SAVE, the SRO shall be removed by SCPD pending an investigation.
  6. In the event of the resignation, dismissal, reassignment or other long term and/or permanent absence of an SRO, the SCPD shall make every effort to provide a replacement SRO within a reasonable time.
- c) SROs shall complete the SCPD SRO Training Course prior to assignment in the School District. If no SROs are available who have completed the SRO Training Course, the School District and SCPD may mutually agree to the assignment of an SRO who will enroll in the next scheduled course and who has received mutually agreeable in-service training.
  - d) SROs shall receive in-service training when offered by the School District within the hours of SRO service on following topics: education of students identified as requiring special education or plans under Section 504 of the Rehabilitation Act (Section 504); Dignity for all Students Act, race, national origin, ethnic, and gender bias against students which may include a component that provides historical context; trauma management in youth; and de-escalation tactics for working with youth.
  - e) The SRO shall receive training from SCPD in sexual harassment that complies with New York State law.
  - f) Prior to placement in a new school, SROs shall meet with the school superintendent and the highest ranking public safety staff, if any, currently assigned to the school to discuss their respective roles, the school culture, and any other useful information. Thereafter, the superintendent /designee shall maintain regular communication with the SCPD and SROs about SRO assignment and physical placement in school buildings.
  - g) The Superintendent / designee shall have the final say in determining how, where, and when SROs are deployed in the building.
  - h) The Superintendent shall ensure that the SRO is introduced to teacher, parent, and student representatives at least once per school year to discuss the SRO program and communicate the roles and responsibilities of SROs within the school district. (See Section 11)
  - i) The School District may require the SRO to participate in additional training at the sole expense of the School District, within the assigned hours of the SRO in the School District.

## **8. School Resource Officer Training**

- Intro and Orientation
- Key Elements of the SRO Program
- SAVE and the SRO
- Zero Tolerance and Confidentiality
- Presentation Exercise
- Community Policing-TRIAD
- Initiating, Implementing and Promoting the SRO Program
- Presentation Skills and Lesson Planning
- SRO in the Classroom
- School Security and Surveys
- Special Education
- SRO as an Advisor and Communication Skills
- Record Keeping and Activity Reports
- Emergency Response and Incident Command
- Legal Issues
- School Administration Presentation
- Student Presentations
- Community Involvement

## **9. Operation of SRO Program:**

### **a) SRO Supervision:**

The SCPD will have sole responsibility and authority over the day to day operation and administrative control of the SRO assigned to the School District

### **b) SRO Transportation of Students:**

SROs shall not transport students in Police Department vehicles except as necessary to perform the duties and responsibilities of a SCPD Officer. SRO shall notify the Superintendent of Schools prior to transporting any student and comply with School District Policy/Regulations with respect to the transportation of students unless such notification will impair the performance of duties and responsibilities of a SCPD Officer or endanger the health, safety and welfare of the student or others.

### **c) SRO Inquiry With and Questioning of Students:**

1. In accordance with District Policy/Regulation, SROs may inquire with students about matters within the scope of their duties as an SRO, provided that an SRO shall neither inquire with nor question students about:
  - i. Immigration status;
  - ii. Matters predicated upon a student's perceived race, nationality, color, religion, sexual orientation, gender identity or native language; and/or
  - iii. Matters unrelated to the School District such as crimes or suspected criminal activity occurring off school grounds and away from school activities;

2. Prior to commencing service, SROs shall meet with the Superintendent or designee and review School District Policy/Regulation with respect to police involvement in searches or interrogations of students. SROs shall abide by such School District Policies and Regulations when questioning a student about in-school criminal or suspected criminal activity.
3. If an SRO is involved in the questioning of a student on school premises, whether or not at the request of school authorities, it will be in accordance with all applicable laws and due process rights.
4. SROs shall consult with the Superintendent of Schools or designee should there be any question with respect to the role of the SRO and permissible questioning within the scope of School District Policy/Regulation.
5. SROs shall not ask school officials to question a student for them in an effort to circumvent due process rights. Under no circumstance may the superintendent/designee compel or coerce a student to submit to questioning by SROs.
6. When communicating with students, parents or guardians the SRO and the District shall ensure appropriate language access services are provided when necessary.
7. Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), student education records shall not be released to law enforcement absent a court order or applicable statutory exception. 20 U.S.C. § 1232g(b)(1) (2013).
8. Students, parents, administrators, and school personnel who believe that any SRO has engaged in misconduct may file a complaint with the SCPD Internal Affairs Bureau. Internal Affairs will notify the District Superintendent when such complaints are filed.

## **10. SROs Role in Student Discipline:**

- a) The School District shall be responsible for student Code of Conduct violations and routine disciplinary violations. The SRO shall read and understand the student Code of Conduct for the School District. The SRO shall have no responsibility for student discipline. All student disciplinary matters must be referred to the Superintendent of Schools or their principal designee.
- b) School officials may not request the intervention of SROs when responding to normative child and adolescent behaviors, or when a child engages in minor Code of Conduct violations such as:
  1. disorderly behavior;
  2. behaving in a rude or disruptive manner;
  3. making excessive noise;
  4. hanging out in school hallways or bathrooms;
  5. violating the dress code or uniform policy;



6. failing or refusing to provide identification upon request;
  7. profane, obscene, vulgar, or lewd language, gestures, or behavior;
  8. use of racial or other slurs;
  9. bullying, verbal abuse,
  10. defying school officials or SROs,
  11. cutting class, tardiness, and unexcused absence;
  12. leaving school without permission;
  13. possession or use of items under the Code of Conduct that do not violate the law. (*e.g.*, cell phones).
- c) SROs may, upon witnessing a criminal offense, take the student into custody provided that, to the fullest extent practicable in instances not requiring immediate arrest or other immediate action, SROs shall consult with the Superintendent of Schools or designee prior to making any arrest on school grounds or within the scope of his/her duties as an SRO. The School District bears the sole responsibility for enforcing the Code of Conduct and School District policies.
- d) Physical force should never be used against students except in those circumstances where there is an immediate danger of physical injury to the student or another. SROs should only use a physical restraint or a physical restraint device (*e.g.* handcuffs or flex cuffs) when a student is being arrested and charged with an offense, or is being detained pursuant to the Mental Hygiene Law.
- e) When SROs arrest a student, school officials shall immediately contact the student's parent
- f) In situations where a warrant directs that an arrest of a student be carried out at school, the execution of the warrant shall be coordinated between the Superintendent/designee, SCPD, and SROs. All parties shall make every effort to respect students' privacy rights, and absent emergency circumstances, the warrant shall not be executed in a public location such as a classroom, hallway, or cafeteria in order to minimize disruption and exposure to other students.
- g) For children with disabilities, the principal/designee, in collaboration with the special education team at the school, shall develop an agreed upon response when a child's behavior manifests their disability. Whenever they have knowledge of a student's disabilities and accommodations, SROs shall consider the student's disabilities in interactions with the student.

## **11. SRO Uniforms and Weapons:**

SROs will wear the duty uniform designated by the SCPD and carry equipment as directed by the SCPD, to include their service weapon.

## **12. Community, Staff, and Student Engagement:**

- a) All stakeholders/parties involved in the SRO program will continually work on building and expanding existing community partnerships that help support the mission of safe schools. These community partnerships will provide resources that can help students get necessary support.
- b) School districts will engage with appropriate stakeholder/parties including but not limited to: administration, teachers, students, parents, and community leaders regarding the SRO MOU.
- c) The SRO MOU will be posted on the school district's website and included as part of the school's safety plan as required by N.Y. EDUC. LAW § 2801-a (as amended by 2019 Sess. Law News of N.Y.Ch.59 (1509-C) (2019)).
- d) The SRO program will undergo an annual analysis by each school district via meetings between the following parties: the district's Superintendent, the SRO unit commander, SROs assigned within the school district. Additional stakeholders, including but not limited to school district faculty, staff, community leaders, students and their families, may participate in yearly reviews at the discretion of the districts.
- e) SROs shall be introduced to staff and the student body at the commencement of each school year.

## **13. Records and Information:**

- a) It is the understanding of both the School District and SCPD that confidentiality and a student's right to privacy are of the utmost importance in the administration of these services. Therefore, student records shall be kept confidential in accordance with all applicable laws and professional standards. The mandate to keep student records confidential includes but is not limited to the requirement that the SRO may not disclose any information obtained from a student record to any other party without the prior consent of the parent or eligible student, unless otherwise permissible under applicable law. The SRO shall maintain a record of the disclosure of any information obtained from a student record to any other party, including but not limited to, the SCPD or other law enforcement agency or officer; and shall provide such record to the School District on a monthly basis.
- b) The School District and SCPD shall abide by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g with respect to the release of student identifiable information. The School District shall provide SCPD with a copy of its Student Records Policy and any other policy or regulation applicable to the release of student identifiable information. In accordance with FERPA, the School District shall determine whether SROs are deemed "school officials" under the School District Policy and the limits of SRO ability to receive, disclose and share student identifiable information. The School District shall determine what constitutes "directory information" under FERPA and ensure any disclosure of directory information complies with FERPA.
- c) The SRO shall maintain detailed and accurate records in his or her role at any school at which he or she is assigned and shall submit reports to the School District as required by the principal of the school. Records created and maintained by SROs for law enforcement purposes shall not constitute School District records and may be disclosed to SCPD and other law enforcement officials.

- d) SROs shall not enter into agreements to share student information outlined in 12.IV with Federal Immigration Authorities except as required by law.
- e) Both the District and the SCPD shall provide the public with the following information by posting the information on the agencies' websites, updated on an annual basis unless stated otherwise:
  - 1. The SRO program MOU;
  - 2. Training materials for SROs;
  - 3. Number of SROs assigned in a District;

## **14. Implementation of MOU**

- a) Within 30 days of the execution of this MOU, the District Superintendent shall ensure that this MOU is distributed to all District teachers, administrators, and other staff. (school website)
- b) Within 30 days of the execution of this MOU, the Community Relations Bureau of the SCPD shall ensure that it is distributed to all of its SROs according to their school assignments, and that a briefing about its provisions and their responsibilities under it has been provided.
- c) The District Superintendent shall translate the MOU in all commonly used languages of the students and families of the district; the District Superintendent will ensure these versions are posted to the District's website and available for access.

## **15. Expenses:**

There is no cost to the School District for stationing an SCPD SRO in their District. If a School District requires additional training for their SRO, the cost of that training will be borne by the District.

## **16. Indemnification:**

- a) School District agrees to defend, indemnify, and hold harmless SCPD, including its officers, employees, and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity arising out of the services performed pursuant to this Agreement, which SCPD, or its officials, employees or agents, may suffer by reason of any negligence, fault, act, or omission of the School District, its officials, employees, representatives, subcontractors, assignees, or agents.
- b) School District shall cause the School District's officers, employees, and agents to cooperate with the SCPD in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.
- c) SCPD agrees to defend, indemnify, and hold harmless School District, including its officers, employees, and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement),

whether incurred as a result of a claim by a third party or any other person or entity arising out of the services performed pursuant to this Agreement, which School District, or its officials, employees or agents, may suffer by reason of any negligence, fault, act, or omission of the SCPD, its officials, employees, representatives, subcontractors, assignees, or agents.

- d) The SCPD shall cause the SCPD's officers, employees, and agents to cooperate with the School District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.
- e) The provisions of this Section shall survive the termination and/or expiration of this Agreement.

## **17. Insurance:**

- a) SCPD is self-insured, at its sole expense, for comprehensive general liability coverage, with coverage for sexual harassment, sexual misconduct, discrimination, wrongful discipline, wrongful termination, against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees in an amount equal to \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- b) SCPD is self-insured, at its sole expense, for statutory Workers' Compensation coverage and employee vehicle use against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees.
- c) The District shall maintain insurance or be self-insured, at its sole expense, for comprehensive general liability coverage, with coverage for sexual harassment, sexual misconduct, discrimination, wrongful discipline, wrongful termination, against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees in an amount equal to \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- d) The District shall maintain insurance or be self-insured, at its sole expense, for statutory Workers' Compensation coverage and employee vehicle use against any claim for liability, personal injury, or death arising directly or indirectly from this Agreement or the performance of its officers or employees.

## **18. Assignment; Amendment; Subcontracting:**

This Agreement and the rights and obligations hereunder may not be in whole or part: (i) assigned, transferred or disposed of; (ii) amended; (iii) waived; or (iv) subcontracted, without the prior written consent of all parties, and any purported assignment, other disposal or modification without such prior written consent shall be null and void.

## **19. Waiver:**

The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## **20. Termination:**

The MOU may be terminated without cause by either party upon thirty (30) days prior written notice.

## **21. Consent to Jurisdiction and Venue; Governing Law:**

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Suffolk County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

## **22. Notices:**

- a) Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be: (a) in writing; (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service.
- b) Any notice to the SCPD shall be sent to: the Police Commissioner, SCPD, 30 Yaphank Avenue, Yaphank, New York 11980
- c) Any notice to the School District shall be sent to the attention of the Superintendent of Schools at the address specified on the School District website for administrative offices.
- d) Notice deemed given or made on the date the delivery receipt was signed by an authorized representative of the party or date indicated in any tracking mechanism as delivered.

## **23. All Legal Provisions Deemed Included; Severability; Supremacy:**

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

## **24. Section and Other Headings:**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## 25. Entire Agreement:

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

## 26. Modifications:

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

## 27. Executory Clause:

Notwithstanding any other provision of this Agreement, the SCPD and the School District shall have no obligations under this Agreement (including any extension or other modification of this Agreement) to any person unless: (i) all relevant and required SCPD and School District approvals have been obtained, including, if required, approval by the Board of Trustees, and Board of Education; and (ii) this Agreement has been executed by the Police Commissioner and President of the Board of Education.

## 28. Annual Review and Revision:

The term of this MOU shall be for five (5) years, commencing on the date the last party has signed the agreement. The SCPD and the School District should review this agreement on an annual basis.

FOR THE WEST ISLIP UFSD:



Bernadette M. Burns  
Superintendent

FOR THE SCPD:



Rodney Harrison  
Commissioner of Police

**WEST ISLIP UNION FREE SCHOOL DISTRICT**

**SCHOOL REOPENING PLAN  
2021-2022**



*Revised 01/25/2022*

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September 2021

Dear Colleagues, Parents, Students and Community Members:

The physical and mental health and well-being of our students, teachers, staff, and community are our highest priorities. Despite the challenges that the upcoming year is sure to bring, I am confident that we will be able to ensure the high standard of performance and achievement our community expects and our children deserve.

The focus this year is to ensure continuity of instruction for all students despite the continuing constraints imposed by a COVID-19 world. Protocols will be grounded in student-centered practices that will provide full-time in-person instruction every day of the school year. Additionally, we will continue our efforts in the areas of mental health and school safety. Despite the difficulties we are sure to encounter, it will be a year of great possibility.

Over the summer, our district team reviewed six areas that impact the ability for students to attend school full-time and in-person:

- building procedures and general school operations
- arrival and dismissal procedures/transportation protocols
- health education and communication/mental health
- instructional program considerations
- facilities use/activities risk considerations
- personal protective equipment (PPE)/cleaning and disinfecting protocols

In addition to feedback from district stakeholders, guidance was considered from the Centers for Disease Control and Prevention (CDC), the New York State Department of Health (NYSDOH), the Suffolk County Department of Health Services (SCDHS), the national and local chapters of the American Academy of Pediatrics, and the New York State Education Department (SED). The established protocols are based on mandates and best practice, and have been instituted to protect all members of our educational community. It will be critical that everyone consistently observe established health protocols to ensure we are able to keep our schools open for instruction.

The document that follows provides initial guidance for school reopening and will be revised as conditions change. Also, frequently asked questions have been posted on the district website and will be updated as necessary.

I wish you good health. Remember, we are all in this together, and I look forward to working with you to ensure our students' successes in the school year ahead.

Respectfully,



Bernadette M. Burns  
*Superintendent of Schools*

## **HEALTH AND SAFETY**

The health and safety of the children and adults in our schools is paramount. Health and safety considerations must always come first in every decision made and every action taken by our schools and district. Prevention is accomplished by following the recommendations of health authorities in the following areas: health checks, healthy hygiene practices, social distancing, personal protective equipment (PPE) and cloth face coverings, management of ill persons, and cleaning and disinfection. Protocols that are considered best practice and based on recommendations from the Centers for Disease Control and Prevention (CDC) and the New York State Department of Health (NYSDOH) have been adopted and are included within this document.

Effective September 1, all students PreK through grade 12 will attend school full-time and in-person every day that school is in session, *when established protocols can be maintained.*

Face masks are required to be worn by students, staff and visitors when indoors on district property and on buses. Staff and students will be encouraged to provide their own PPE and cloth face masks, but the district will make such items available should the need arise. Breaks will be scheduled by teachers within the classroom setting when other mitigation measures can be observed. The emergency regulations under 10 NYCRR 2.60 and the Commissioner's Determination on Indoor Face Masking Pursuant to 10 NYCRR 2.60 do not include "mask breaks." This is in accordance with CDC guidance recommending universal masking in schools to keep children in school and let them be closer together without risking close contact exposure and quarantines. *If the district is advised that a state mask mandate is considered not to be in effect, masks will be optional in school. In this case, students and staff may choose whether to wear a mask when indoors. No child will be directed to wear a mask, but may do so if they wish, except in circumstances as controlled otherwise by law or regulation.*

Regular bus transportation will be available to all eligible students.

The district will use its webpage, ParentSquare messaging system and Facebook postings to convey instructions, provide training, and communicate applicable information to stakeholders. Communications will be provided in the language(s) spoken at home among families and throughout the school community. Written plans will be accessible to those with visual and/or hearing impairments.

The district has posted signs that encourage all students, faculty, staff, and visitors to adhere to CDC and DOH guidance regarding the use of PPE, specifically acceptable face coverings, and physical distancing. When students are in school, regular announcements will be made throughout the day in classes and over the PA system. During the first week of school, and on an ongoing basis, the district will ensure that all students are taught or trained how to follow COVID-19 protocols safely and correctly, including but not limited to proper face covering, physical distancing, and hand and respiratory hygiene.

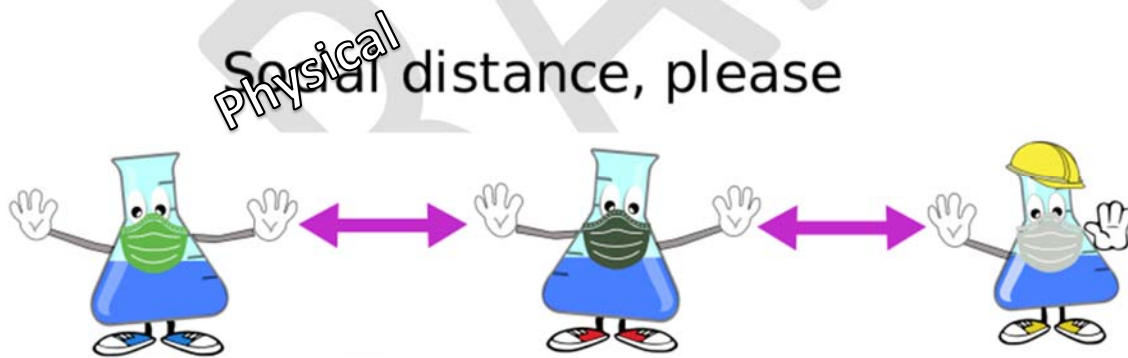
The Superintendent of Schools, safety coordinator and building principals will be the district and building points of contact, respectively, upon the identification of positive COVID-19 cases, and responsible for subsequent communication regarding the COVID-19 public health emergency and plans implemented by each school.

The Executive Director of Human Resources is designated the COVID-19 safety coordinator, whose responsibilities include continuous compliance with all aspects of the school's reopening plan. He shall work with the Director of Athletics, Physical Education, Health & Recreation and school nurses to ensure that all staff understand their responsibilities as it relates to the health and safety of students and colleagues.

Written protocols that address health and safety issues can be found in Appendix A, including:

1. relevant information as it relates to identifying potentially ill students or staff;
2. healthy hygiene practices;
3. physical distancing;
4. accommodations for those at high risk/vulnerable populations;
5. how to respond in the event of a confirmed case of COVID-19;
6. guidance for returning to school after exhibiting signs of COVID-19;
7. cleaning and sanitizing;
8. protocols as they relate to required school safety drills;
9. *weekly COVID testing requirements for staff;*
10. *school attendance requirements for recently-vaccinated students;*

Protocols may be amended as the situation changes.





## FACILITIES

Because of the importance of in-person learning, schools will implement physical distancing to the extent possible within their structures.

- A distance of at least three (3) feet will be maintained between all students.
- A distance of at least six (6) feet is recommended between students and teachers/staff, and between teachers/staff who are not fully vaccinated.
- Physical distance will be maximized as much as possible when moving through the food service line and while eating (especially indoors). The use of additional spaces outside of the cafeteria for mealtime seating will facilitate distancing.
- Doors may be fixed in the open position if they are without door closers and are not fire rated. Stairs and corridor doors that are normally held in the open position and are automatically released by the fire alarm system will not be modified in any way.
- Access to adequate hand washing facilities will be ensured in all buildings. Alcohol-based hand sanitizer will be available in all school instructional areas.
- It is not anticipated that there will be changes or additions to facilities. However, should alterations be made, the proposed changes will be submitted to the Office of Facilities Planning (OFP) for review and to ensure that all requirements of the 2020 New York State Uniform Fire Prevention and Building Code (BC) and the State Energy Conservation Code are met.
- Bottle fillers will be available in each school building. Drinking water fountains will be available for emergency use only. Students are encouraged to bring bottled water to school.
- Each school in the district shall conduct standard fire (evacuation) and lockdown drills as required by Education Law and regulation and the Fire Code.
- Deadlines for the Building Condition Survey and Visual Inspections will be met.
- Lead-in-water testing will be conducted when the building is “normally occupied”, as required.
- The district will increase the fresh air ventilation rate to the extent possible to maintain a healthy indoor air quality. Windows will be open to improve ventilation whenever practicable.

## CHILD NUTRITION

A successful nutrition program is a key component to a successful educational environment. Children cannot focus on instruction when they are hungry. School meals boost learning, and studies show that students perform best academically when they are well nourished.

The Department of Food Services is committed to providing healthy and delicious meals, snacks and beverages to students. The department operates a full-service student cafeteria in every district school, and offers daily lunch options, as well as various snacks and drinks (a la carte items) for sale. The high school offers a daily breakfast. All meals and a la carte items continue to be in compliance with the Healthy, Hunger-Free Kids Act of 2010.

School lunch (available at all district schools) and school breakfast (available at West Islip High only) will be free to all students during the 2021-2022 school year.

The district strongly encourages the use of its online school payment system. Prepaid funds on school food accounts can be used for the purchase of any a la carte item sold in the cafeterias. Funds may be deposited into a student's school food account via *MySchoolBucks* or by check made out to the West Islip Cafeteria Fund. Cash payments will continue to be accepted at the point-of-sale to ensure low-income households and households without online payment methods have access to school food.

Applicable health and safety guidelines will be addressed during all mealtimes. On site:

- Food service staff will properly clean all frequently touched surfaces at the beginning and end of each shift, and between every meal period in the kitchen spaces, including but not limited to serving lines, pin pads, refrigerator and freezer handles and door knobs. Self-service condiment stations and share tables will be removed.
- Barriers will be added at the cafeteria point-of sale to protect child nutrition staff, and they will be educated about the importance of maintaining hygienic practices while working in the kitchen.
- Hand sanitizing stations will be located at the entry and exit doors for all cafeterias/dining areas. Students will sanitize hands before entering the dining area, if practicable, and upon exiting a dining space after eating. Hand hygiene will be promoted to students via posters and verbal education.
- To the extent possible, students will physically distance on lines for school meals.
- Food service staff will place all food items on student trays (e.g. milk, fruit, condiments, etc.). Students will not self-serve any food or drink items.
- *If masks are mandated*, students will be required to keep on their mask until they are seated.
- To the extent possible, students will be physically distanced ~~at six feet~~ while eating meals. Students may be assigned to eat in the cafeteria or in a secondary location (e.g. library, outdoor area, classroom) due to space constraints.
- Vital student information as it relates to food allergies and account fund balance may be accessed on the point of sale system. In addition, all staff involved with supervision of meal consumption outside of the cafeteria will be provided with information on how to recognize an allergic reaction and the procedures to follow in such cases.

- The custodial staff will properly clean all frequently touched surfaces at the beginning and end of each meal block, and between every meal period in student dining areas. This includes but is not limited to cafeteria tables and benches, door knobs/handles, hand sanitizing stations and water fountains.

To reinforce the need for physical distancing and good hygiene practices, walkway paths, directional arrows, and social distance markers may be utilized. Students will be educated about the importance of not sharing food or drinks via posters and direct verbal instruction.

Multiple means of communication will be used to convey information to families about the food service program, including the district website, email, text message, phone call and postal mail. This information will also be shared with the district's English as a New Language (ENL) teachers to ensure that it is appropriately provided to all students/households that require translation. Contact information for the district's Food Service Director will be provided in all child nutrition communication.



## TRANSPORTATION

The West Islip School District transports over 2,800 students each school day. The school bus is an extension of the classroom, but presents certain unique challenges. The district's transportation program will continue to follow all state and local health and safety guidelines, and will fulfill all mandates regarding the safe and effective transportation of students who are homeless (McKinney-Vento), in foster care, have disabilities and attend non-public schools and charter schools.

### Student Responsibilities

- Students are required to wear cloth face coverings on the bus if they are physically able. Students who are unable to medically tolerate a face covering are not subject to the required use of a face covering, but must provide documentation from the student's healthcare provider. In such circumstances, the district's chief medical officer or the school nurse may consult with the healthcare provider. Seating will be rearranged so the student without a mask is physically distanced from other students.
- Students are encouraged to wear their own face covering, but if they do not have one, it will be provided by the bus driver.
- To the extent practicable, students should physically distance while waiting for the bus, while sitting on the bus, and when exiting the bus.
- Except in the case of kindergarten students, students shall fill the bus from the rear to the front to limit contact with others. Therefore, the first student to board the bus in the morning will sit in the last seat on the bus.
- When students exit the bus, they will be dismissed from front to rear to limit contact with others.
- Siblings or children who live in the same household are encouraged to sit together.
- Students may not eat nor drink on the bus, as this would require them to remove their mask.

### Parent Responsibilities

- All parents/guardians are required to ensure their child is not experiencing any signs and symptoms of COVID-19 and do not have a fever of 100 degrees or more prior to their child boarding their method of transportation to school.



### School Bus Staff Responsibilities

- School bus drivers and monitors shall perform a self-health assessment for symptoms of COVID-19 before arriving to work. District employees will complete the self-assessment and Suffolk Transportation (STS) staff will follow a similar protocol and report to STS each morning.
- School bus drivers and monitors must wash their hands with soap and water using appropriate hygiene practices before and after morning and afternoon runs.
- School bus drivers and monitors must wear a face covering on the bus and at any time they are within six feet of any person on school grounds or at a bus stop.
- School bus drivers and monitors who have direct physical contact with a child must wear gloves.
- When temperatures are above 45 degrees, school buses will transport students with windows slightly opened to provide air flow.
- Transportation staff (drivers, monitors, attendants, mechanics and cleaners) will be trained and provided periodic refreshers on the proper use of personal protective equipment and the signs and symptoms of COVID-19.



### Other Considerations

- All buses will be cleaned and disinfected once a day. High contact areas will be wiped down after each bus run by the bus driver.
- All buses will be deep-cleaned monthly.
- Wheelchair school buses will configure wheelchair placement to ensure physical distancing of three feet.

*Federal law requires that masks are worn on public transportation, including school buses. If the district is advised that a state mask mandate is considered not to be in effect, masks will be optional in school, but will still be required on school buses.*



## **RETURNING TO THE LEARNING ENVIRONMENT**

COVID-19 required schools to make critical adjustments to their instructional model in March 2020 with little or no time to plan. The objectives for September 2021 are to resume full-time in-person instruction and to make school facilities available to community groups to the greatest extent possible. However, scheduling decisions and facility use must be informed by health and safety standards and the most current guidance from the New York State Department of Health (NSYDOH). If COVID-19 cases develop, the district may need to restrict access to areas within school facilities and across school grounds in an effort to avoid full school/district closures. Regular communication with families and students will be critical to ensure a smooth transition to any modifications to the current plan. To this end, schedules and any changes thereof will be communicated as soon as possible to allow families to plan childcare and work arrangements. All parties must be prepared to shift fully to a remote learning model should circumstances require school buildings or individual classrooms to close to in-person instruction.

To maximize in-person instruction, measures will be implemented to decrease density and congregating in school facilities and on school grounds to the extent practicable. The goal is to have all students be physically present in the school building every day.

Chronic absence, or absenteeism, is defined as “missing at least ten percent of enrolled school days, which in New York State is eighteen days per school year, or two days per month”. Research indicates that missing 10 percent of school days is the point at which student achievement declines. Therefore, it is critical that students attend instruction on all days school is in session, regardless of the instructional model in place (in-person or remote). Teachers will enter attendance of all students on days when school is in session into Infinite Campus, the district’s student data management system.

- Elementary teachers will take attendance for each subject area, regardless of the mode of instruction.
- Middle and high school teachers will take attendance every period, every day, regardless of the mode of instruction.

Students who drop out while still of compulsory age must be kept on the school attendance register until they exceed compulsory age or move out of the district. Administrators, registration office staff, teachers and school counselors will regularly monitor attendance for all students and identify those for whom intervention services may be necessary.

## **SOCIAL EMOTIONAL LEARNING (SEL) AND WELL-BEING**

The West Islip School District follows a Multi-Tiered System of Supports (MTSS) Framework. As part of this framework, the district takes into consideration how curriculum, instruction, assessment and professional development support the social emotional well-being of students. In addition, the district utilizes multi-disciplinary teams and a Response to Intervention (RTI) process to support staff as they consider student issues. The district recognizes that the unprecedented circumstances surrounding the COVID-19 virus requires a clear prioritization of mental health and well-being for staff and students. The first objective upon the students' return in the fall will be to assess student needs, followed by a plan to address those needs.



Resources and referrals are provided in multiple ways to address the mental health, behavior and emotional challenges that students may face. Each school in the district has a multi-disciplinary team in place that is trained in tiered intervention and problem-solving. At least one social worker is assigned to each building and serves as a liaison between the home and school community. Resources for students and families are available on the district website and staff Google Sites. The district has created a Continuum of Mental Health Supports during COVID-19 framework that outlines pathways of support at various levels of risk. In addition, an MTSS Google Site has been developed to provide ongoing resources and guidance to staff. Mental health resources are available to all stakeholders on the district website: [West Islip Cares](#).

In addition to the shared decision-making and RTI teams in each school building, a School Counseling Advisory Council has been established. Also, the district's [School Counseling Plan](#) has been updated to meet the current needs of students.

The district participates in the New York State RTI Middle School Demonstration Project and several staff members attended the 2020 Summer Institute focused on SEL presented by Safe and Civil Schools. In addition, members of the staff participated in the New York State Office of Mental Health virtual training on MTSS, as well as opportunities offered by the Long Island RBERN @ Eastern Suffolk BOCES.

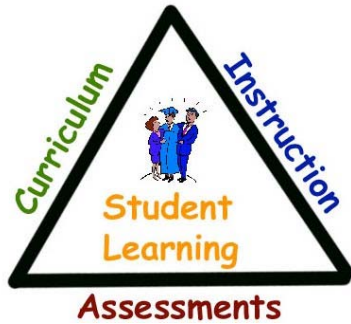
During the 2020-2021 school year, a team from West Islip was chosen to receive training and support through the NYS Office of Mental Health as a School Health Assessment and Performance Evaluation (SHAPE) team. As part of this collaborative, members of the SHAPE team reviewed the district's multi-tiered system of school-based supports. Through regular professional discussions, the group learned about the use of social, emotional and mental health screening tools in schools, and will turnkey that information to designated staff. Toward the end of the training program, the committee and members of the high school community reviewed social-emotional screening tools and then provided feedback. The Panorama survey was one such tool, and was eventually chosen to measure SEL skills and to provide insight about abilities, habits and mindsets.

## **TECHNOLOGY AND CONNECTIVITY**

Technology knowledge and skills are vital for full participation in 21st century life, work, and citizenship. Sufficient access to computing devices and high-speed internet are essential for educational equity. Even before the COVID-19 pandemic, the district had introduced a 1:1 initiative that put a computing device into the hands of all students in grades K through 12. The district recognizes that consistent, reliable access to high-speed internet at a sufficient level to fully participate in learning activities – and especially for remote/online delivery – is necessary for all students.

To ensure that all students have equitable instructional opportunities in the virtual environment, the district will survey parents regularly to determine the level of high speed broadband in each child's place of residence and provide information and access through a Kajeet hotspot device, if necessary.





## TEACHING AND LEARNING

A continuity of learning plan for the 2021-2022 school year is posted on the district website at [Continuity of Instruction Plan](#). Students who are absent for more than three school days due to a COVID-related illness (isolation or quarantine) will receive homebound instruction by an appropriately certified teacher. Intervention support will be available as necessary to all students and will include meaningful feedback on student assignments and assessments.

ParentSquare is utilized to communicate with parents about instruction and/or technology via direct and group messaging, and community members are regularly directed to the district's website for posted communication and other information. To sign up to receive text messages and/or emails regarding district and school activities and other information, contact the IT help desk at (631) 930-1573. A staff member will be able to assist you with enrolling in the ParentSquare messaging system.

At the commencement of the 2021-2022 school year, building principals and teachers will provide notification to students/parents regarding the various ways in which they can contact/communicate with the school (telephone calls, teacher meetings, email).

The district's Pre-Kindergarten classes are included in all K-12 requirements/planning for in-person learning experiences and will adhere to the district's Continuity of Learning Plan for all instructional models, which are aligned to the Pre-Kindergarten standards.

## **SPECIAL EDUCATION**

Students with disabilities were particularly impacted by the closing of schools in spring 2020. It is critical that Individualized Education Programs and 504 Accommodation Plans are faithfully implemented, while abiding by provision of a free and appropriate public education (FAPE) to safeguard the health and safety of students with disabilities.

To ensure meaningful parent engagement, the special education teachers and CSE chairpersons will be directed to utilize the translation services that the district utilizes (ParentSquare) in the parent's preferred mode of communication. The Special Education administration will work with the Director of Intervention Services to provide needed translation services.

The committees on preschool special education (CPSE) and committees on special education (CSE) regularly collaborate with outside providers/private placements to discuss student progress and recommendations. The administrators in the Special Education department will communicate with the various preschool programs and private school-aged programs to ensure that the provision of services are consistent with the recommendations on the IEP. Student progress will be monitored through formative assessments, data collection and reporting, and progress monitoring on a quarterly basis.

All students will have access to the necessary accommodations, modifications, supplementary aids and services, and technology (including assistive technology) to meet the unique disability-related needs of students that are addressed in their IEPs. Teachers will be aware of such, and will provide necessary supports to the greatest extent possible. Technology devices will be provided as necessary, and the district will coordinate training opportunities for parents to ensure the effective use of the devices and instructional platforms that students will be utilizing to meet their individual needs. If a child is not able to attend school full-time in-person due to a documented medical risk or vulnerability, homebound instruction will be provided.



Parents of students with disabilities have received a written copy of their child's IEP that indicates the programs and services recommended at the student's annual review.

## **BILINGUAL EDUCATION AND WORLD LANGUAGES**

In many cases, the COVID-19 crisis exacerbated existing educational inequities for English Language Learners (ELLs). The West Islip School District is committed to providing supports to ELLs to mitigate the potential learning loss that may have been a result of the school closures and to their parents/guardians in their preferred language of communication.

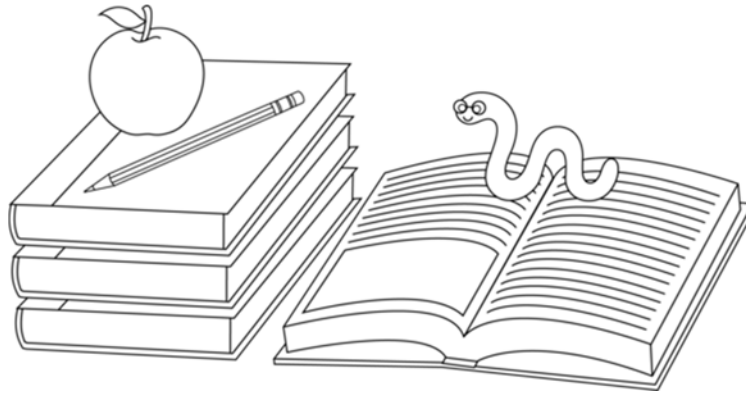
The West Islip School District follows the New York State ELL Identification and Placement process. The district follows guidelines for newly enrolled students and typically completes evaluations in mid-August for incoming kindergarten students. All new entrants will begin the identification process promptly as required by Part 154 of the Commissioner's Regulations.

The West Islip School District will continue to follow the guidelines for Units of Study as determined by the students' assessed English language proficiency levels, and teachers of ELLs will continue to provide individualized support and instruction to students during the school day.

The district will continue to maintain regular communication with parents/guardians through weekly, if not daily contact. The English as a New Language (ENL) Department utilizes translation services and tools to ensure that parents/guardians have access to all communication in their preferred language. Parents receive annual notification outlining the provision of required instructional Units of Study.

The district recognizes that Students with Interrupted/Inconsistent Formal Education (SIFE) are among the most vulnerable ELL subgroups, having already endured interruptions in their education prior to their arrival in New York State. The district will abide by all regulations as they relate to enrollment, identification and engagement in the learning process for SIFE students.





## **TEACHER AND PRINCIPAL EVALUATION SYSTEM**

Well-designed and implemented teacher and principal evaluations through the Annual Professional Performance Review (APPR) process are important tools that reinforce educator growth and development. Providing feedback to educators through the evaluation process can support them as they adjust to the changing conditions caused by the pandemic, as well as guide focus areas for future growth.

Pursuant to Education Law 3012-d, the West Islip School District will fully implement its currently approved APPR plans for the 2021-2022 school year.

## **CERTIFICATION**

Pursuant to Education Law 3001, individuals employed to teach in the West Islip Union Free School District will hold a valid certificate.



# Protocols

## APPENDIX A – HEALTH AND SAFETY PROTOCOLS

### 1. Staff must be vigilant to **observe for signs of illness in students and staff.**

The CDC has stated that the Delta variant of COVID-19 is highly contagious, more than twice as contagious as previous variants. The greatest risk of transmission is among unvaccinated people who are much more likely to get infected and therefore transmit the virus. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. It is critical that staff and parents are attentive to symptoms of COVID-19, including but not limited to:

- Fever chills (100°F or greater) or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- Each school will designate two rooms for school health service personnel. One room will be for healthy students to obtain medications and nursing treatments. The second room (the Lion's Den) will be for isolating ill persons.
  - If any student or staff member exhibits signs of any type of illness such as flushed cheeks, rapid or difficulty breathing (without recent physical activity), fatigue and/or irritability, and frequent use of the bathroom, they should be sent to the designated isolation room for an assessment by the school nurse. If a school nurse is not available, the school principal should be notified.
  - Ill students and staff will be assessed by the school nurse. If the nurse deems it necessary to send the child or staff member home for follow up with a healthcare provider, the child will remain in the isolation room until they can be picked up by a parent/guardian. Students shall be supervised in the isolation area while awaiting transport home.
  - School health personnel must wear PPE when assessing ill persons or conducting certain respiratory treatments.
  - Disposable equipment and supplies will be used in the health office(s) as much as practicable.
  - All staff are required to participate in weekly testing for COVID-19. Staff may opt out of weekly testing by providing proof of full vaccination.

Parents/guardians must screen their child(ren) before sending them to school each day and be alert to other signs of illness that may require their child to stay home from school.



## 2. **Healthy hygiene practices** will be maintained at all times.

Administrators and school nurses will provide regular instruction to all faculty and staff, who in turn will provide training to the school community in hand and respiratory hygiene. To facilitate this training and ensure compliance, a variety of methods will be utilized.

- Signs will be posted throughout each district facility, including but not limited to entrances, restrooms, cafeterias and faculty rooms, classrooms, administrative offices, auditorium, gymnasiums, and custodial staff areas and wherever sanitizing gel is available.
- Reminders will be conveyed over the PA systems, and messages appear on the district website and social media pages reminding individuals to:
  - Stay home if they feel sick.
  - Cover their nose and mouth with an acceptable face covering when unable to maintain social distance from others or in accordance.
  - Properly store and, when necessary, discard PPE.
  - Adhere to physical distancing instructions.
  - Report symptoms of, or exposure to, COVID-19.
  - Follow hand hygiene, and cleaning and disinfection guidelines.
  - Follow respiratory hygiene and cough etiquette.
- Time will be allotted during each school day to allow for hand hygiene, which includes:
  - Traditional hand washing with soap and warm water, lathering for a minimum of 20 seconds (the preferred method);
  - The use of alcohol-based hand sanitizers (60% alcohol or greater) when soap and water are not available and hands are not visibly dirty.
- Hand sanitizer and/or disinfectant hand wipes will be available throughout common areas (ex. building entrances, cafeteria, library-media centers) and in each classroom.
- To facilitate proper hand hygiene, the following will be provided:
  - Adequate facilities and supplies for hand washing including soap and water;
  - Paper towels or touch free paper towel dispensers where feasible;
  - No-touch trash cans;
  - Alcohol based hand sanitizers with at least 60% alcohol or disinfectant hand wipes;
  - Time in the schedule to allow for frequent hand washing; and
  - Promotion of proper hand washing before meals, after recess or physical education, before and after removing PPE, and other times, as appropriate.
- To facilitate proper respiratory hygiene:
  - Students and staff must cover their mouths or noses with a tissue when coughing or sneezing and dispose of the tissue appropriately.
  - A supply of tissues will be available in each classroom.
  - A no-touch trash can will be available in each room.
  - After sneezing or coughing, proper hand hygiene protocols will be observed.
- All students and staff members must wear cloth face coverings at all times in classrooms, hallways, restrooms and other indoor congregate settings, including buses. Mask breaks shall be provided at the direction of the teacher when physical distancing can be maintained. The emergency regulations under 10 NYCRR 2.60 and the Commissioner's Determination on Indoor Face Masking Pursuant to 10 NYCRR 2.60 do not include "mask breaks." This is in accordance with CDC guidance recommending universal masking in

schools to keep children in school and let them be closer together without risking close contact exposure and quarantines.

- Students and staff are encouraged to provide their own cloth face covering. However, in the event they are not able to do so, the district will provide a replacement.
- Accommodations will be made for students and employees who are not medically able to tolerate a face covering. Documentation from a healthcare provider is required and may be reviewed by the chief school physician.
- To properly wear a face covering:
  - Hands should be washed before putting on a face covering.
  - The mask should be placed over the nose and mouth and secured under the chin.
  - The mask should fit snugly against the sides of the face but not interfere with breathing.
  - The face covering should not be handled except to put it on and take it off.
- Face cloth masks should be laundered on a regular basis. Disposable masks should be discarded after use.
- Face coverings are for individual use only and should not be shared.
- Masks should have two or more layers of breathable fabric that block light when held up to a bright light source.

*If the district is advised that a state mask mandate is considered not to be in effect, masks will be optional in school. In this case, students and staff may choose whether to wear a mask when indoors. No child will be directed to wear a mask, but may do so if they wish, except in circumstances as controlled otherwise by law or regulation.*

- Visitors to schools must follow all district protocols.
  - Unscheduled visits to schools are strongly discouraged. In the event a parent/guardian must make an unscheduled visit to school, the visitor will be screened upon entry using the established protocol.
  - *If mandated*, masks must be worn indoors at all times.
  - Physical distancing must be observed to the extent practicable.
  - Those who will be in the proximity of students for indoor activities during the school day must produce proof of full vaccination or the results of a negative COVID-19 test taken within 24 hours of the visit.

3. Because of the importance of in-person learning, **physical distancing** will be implemented to the extent possible within all schools.

- A distance of at least three (3) feet is strongly recommended between all students.
- A distance of at least six (6) feet is recommended between students and teachers/staff, and between teachers/staff who are not fully vaccinated.
- Universal masking is required according to the Commissioner's masking determination issued pursuant to 10 NYCRR 2.60 for indoor settings. Should there be a time when the *state* determination for universal masking in schools is lifted, *masks will be optional in school. In this case, students and staff may choose whether to wear a mask when indoors.*

- Physical distance will be maximized as much as possible when moving through the food service line and while eating (especially indoors). Additional spaces outside of the cafeteria for mealtime seating may be used to facilitate distancing.
- Parents/guardians may not escort their child(ren) into the building during the school day.
- Whenever possible, physical education and music classes will be held outside. Students must observe six feet of physical distancing between individuals while participating in activities that require projecting the voice, playing a wind instrument, or aerobic activity whenever practicable. Masks are advised at all times when indoors.
- Staff will monitor the use of restrooms to ensure that no more than three students (physically distanced) are in a multi-user restroom at one time.
- Wherever possible, windows and doors should be open to improve ventilation. The use of air conditioners should be minimized. If a room has a window air conditioner, the outdoor air setting, rather than the recirculate setting, should be used, and windows and doors should be open.
- Fans can be used to increase the effectiveness of open windows and to improve room air mixing. If a fan is used in a classroom:
  - Avoid the use of the high-speed settings.
  - Use fans at low velocity and in the reverse-flow direction so that air is pulled up toward the ceiling or out of the classroom.
- Individual student belongings shall be kept separated. Use of shared supplies should be limited.
- When lockers are used, students should visit lockers at specified times to minimize congestion in hallways. Lockers should be spaced to the extent practicable.
- Elevators should be used by no more than two parties at one time, and both must wear masks.
- Faculty offices may be occupied by no more than two individuals at a time, and all individuals must wear acceptable face coverings *when required* and be physically distanced to the extent possible.
- Events such as student assemblies, drama and musical performances, and field trips will be considered on a case-by-case basis.
- The manner in which school-wide parent-teacher meetings and Open House events are held will be assessed on a case-by-case basis depending on conditions at the time.
- Athletic practices and games will take place according to the guidelines received by the SED, in accordance with local department of health guidelines and the New York State Public High School Athletic Association (NYSPHSAA). Schools will utilize measures to maximize the safety of all participants (players, coaches, spectators). The Commissioner's determination for masking in schools issued pursuant to 10 NYCRR 2.60 applies to all indoor settings, including for sports and extracurricular activities, unless exceptions are expressly indicated. For indoor sports and extracurricular activities in which masking is not possible (ex. swimming, gymnastics), a minimum distance of six feet must be maintained and the athlete must don a mask when their competition is completed. *Should there be a time when the state determination for universal masking in schools is lifted, masks will be optional in school. In this case, students and staff may choose whether to wear a mask when indoors.*

4. The district will provide **accommodations to students and staff who are at high risk** or live with a person at high risk. These may include, but are not limited to individuals 65 or older, pregnant individuals, and individuals with certain underlying health conditions.
  - Parents of students with special needs or students who are medically fragile who may not be able to maintain physical distancing, hand or respiratory hygiene, or wear a face covering or mask, shall contact the school nurse of their child's building.
    - The building intervention team, in consultation with the parent/guardian and healthcare provider, will determine the appropriate accommodation for within the school setting. This may include additional PPE, homebound instruction, or other accommodation.
    - Documentation from the child's healthcare provider or the healthcare provider of the family member at risk will be required.
    - The district's Chief School Physician may be consulted.
  - Staff at high risk should contact the Office of Human Resources to discuss appropriate accommodations.
  - All visitors to the school environment who may be in contact with students will be required to demonstrate proof of vaccination or proof of testing, in concurrence with the guidelines for school staff.
  
5. The following protocols will be followed **in the event there is a confirmed case of COVID-19** in a school or a specific workplace.
  - Whenever a student or staff member shows symptoms of any communicable or infectious disease, including COVID-19, they shall be excluded from the school and sent home immediately. School staff must immediately report any illness of students or staff to the school nurse or building principal.
  - If a student or staff member reports having tested positive for COVID-19, school administrators should notify the Superintendent or their designee, who in turn shall notify the local health department.
  - All reports shall remain confidential, in compliance with FERPA and Education Law 2-d. If nurses choose to go to classrooms to make assessments of students, this also should be done in a manner that protects the student's confidentiality.
  - School nurses and others assessing or providing care to ill students and staff should follow appropriate precautions, including the use of appropriate PPE.
    - PPE will be available for use by school health professionals to assess and care for ill students and staff members, including but not limited to face masks (disposable surgical masks), respirators (N95) masks, eye protection or face shields, gloves, and disposable gowns.
  - Students suspected of having COVID-19 awaiting transport home by the parent/guardian must be isolated in a room or area separate from others, with a supervising adult present utilizing appropriate PPE. Multiple students suspected of COVID-19 may be in this isolation room if they can be separated by at least six feet from each other.
    - A facemask shall be provided to the student if the ill person can tolerate wearing it and does not have difficulty breathing.
    - Students should be escorted from the isolation area to the parent/guardian.

- The parent or guardian will be instructed to call their health care provider or to follow up with a local clinic or urgent care center.
- Symptomatic students or staff members must follow the CDC's [Stay Home When You Are Sick](#) guidance unless otherwise directed by a healthcare provider or the local department of health.
- If the student or staff member has emergency warning signs such as trouble breathing, persistent pain or pressure in the chest, new confusion, inability to arouse, bluish lips or face, the school nurse, principal or other designee should call 911 and notify the operator that the person may have COVID-19.
- School staff should be aware of the symptoms of Multisystem Inflammatory Syndrome in Children (MIS-C).
  - The child should be referred for immediate follow up with a healthcare provider if they exhibit fever, abdominal pain, vomiting, diarrhea, neck pain, rash, bloodshot eyes or lethargy.
  - School staff should call for emergency transport (911) for a student who has trouble breathing, pain or pressure in the chest that does not go away, new confusion, inability to wake or stay awake, bluish lips or face or severe abdominal pain.
- Areas occupied by a sick person should not be used by other persons until cleaned and disinfected.
  - If possible, outside doors and windows should be opened to increase air circulation in the area.
  - All areas used by the person suspected or confirmed to have COVID-19, such as offices, classrooms, bathrooms, lockers, and common areas should be cleaned and disinfected by personnel using the appropriate PPE.
  - Once the area has been appropriately cleaned and disinfected, it can be reopened for use.
  - Individuals without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the area and resume school activities immediately after cleaning and disinfection.
- In the event of a positive COVID case in the school environment, the principal will cooperate with the contact tracing of the local department of health by:
  - keeping accurate attendance records of students and staff members;
  - ensuring student schedules are up to date;
  - keeping a log of any visitors which includes date, time and where in the school they visited.
- *According to NYSDOH guidance, close contacts of someone with COVID shall quarantine for at least five days, and may return to the school environment on day 6, except as follows:*
  - *Anyone ages 12 or older and who has received all CDC recommended COVID-19 vaccine doses, including boosters if eligible, does not need to quarantine.*
  - *Anyone ages 5-11 years old who has completed the primary series of COVID-19 vaccines does not need to quarantine.*
  - *Anyone who has had confirmed COVID-19 within the last 90 days (tested positive using an antigen or PCR) does not need to quarantine.*

- *All close contacts must wear a well-fitting mask around others for 10 days from the date of last close contact with someone with COVID-19 and should be tested at least five days after the date of last close contact with someone with COVID-19.*
  - *Exposed fully vaccinated students, teachers, and staff who must quarantine because they did not receive a CDC recommended booster when eligible can attend or work at school during the quarantine period where masking, distancing, etc. is monitored and enforced. However, these individuals must continue to quarantine as otherwise required outside of academic instruction periods in school.*
  - *According to NYSDOH guidance, someone who has tested positive for COVID-19, regardless of vaccine status, must stay home from school for at least five full days (day 0 is the first day of symptoms or the date of the day of the positive test for asymptomatic persons).*
    - *Isolation ends after five full days if the individual is fever-free for 24 hours without the use of fever-reducing medication and other symptoms have improved.*
    - *Wear a well-fitting mask for five additional days (day 6 through day 10) after the end of the five-day isolation period.*
    - *Those who cannot wear a well-fitting mask must isolate for a full 10 days.*
6. Schools must follow CDC guidance for allowing a student or staff member to **return to school after exhibiting symptoms of COVID-19.**
- If a person is not diagnosed with COVID-19 by their healthcare provider, they can return to school:
    - Once their symptoms are improving and they are fever-free, without the use of fever reducing medicines, for 24 hours; and
    - They have a note from the healthcare provider indicating a COVID-19 test was negative or a copy of the negative test result.
  - If a person is diagnosed with COVID-19 by a healthcare provider based on a test or their symptoms, or does not get a COVID-19 test but has had symptoms, they must be excluded from school and may not be on school grounds, regardless of vaccination status. They should stay at home until:
    - It has been at least ten days since the individual first had symptoms;
    - The individual has been fever-free for at least three days without using fever reducing medicine; and
    - It has been at least three days since the individual's symptoms improved, especially cough and shortness of breath.
  - Return to school for confirmed positive cases will be coordinated with the local department of health and will require a written release.

7. **Schools and district property will be cleaned and disinfected** according to CDC guidelines.

- PPE will be provided and available to custodial and other personnel engaged in cleaning and disinfecting school facilities.
- Each staff member will inspect their area daily and ensure they have sufficient PPE supplies and that classrooms have adequate hygiene supplies each day, as appropriate.
- Daily school wide cleaning will include, but not be limited to, classrooms, restrooms, cafeterias, libraries, and district buses.
- High touch surfaces, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards and tablets, restrooms and restroom fixtures, and classroom faucets and sinks will be cleaned and disinfected daily.
- Cafeterias will be cleaned between each lunch period and disinfected daily.
- Head custodians will maintain logs that include the date, time, and scope of cleaning and disinfection in a facility or area.
- Athletic/gym equipment will be cleaned daily.
- The school Health Office will be cleaned and disinfected on a daily basis.
  - Cots, bathrooms and health office equipment will be cleaned after each use.
  - Disposable items, such as pillow protectors and thermometers (or sheaths/probes) and otoscope specula will be used as much as possible.
- The use of school/district facilities will be permitted to district and community groups. Community organizations that are permitted to use district facilities must follow all state and locally developed guidance on health and safety protocols, including but not limited to mask use, physical distancing and hygiene requirements. A safety play must accompany all requests for permits.

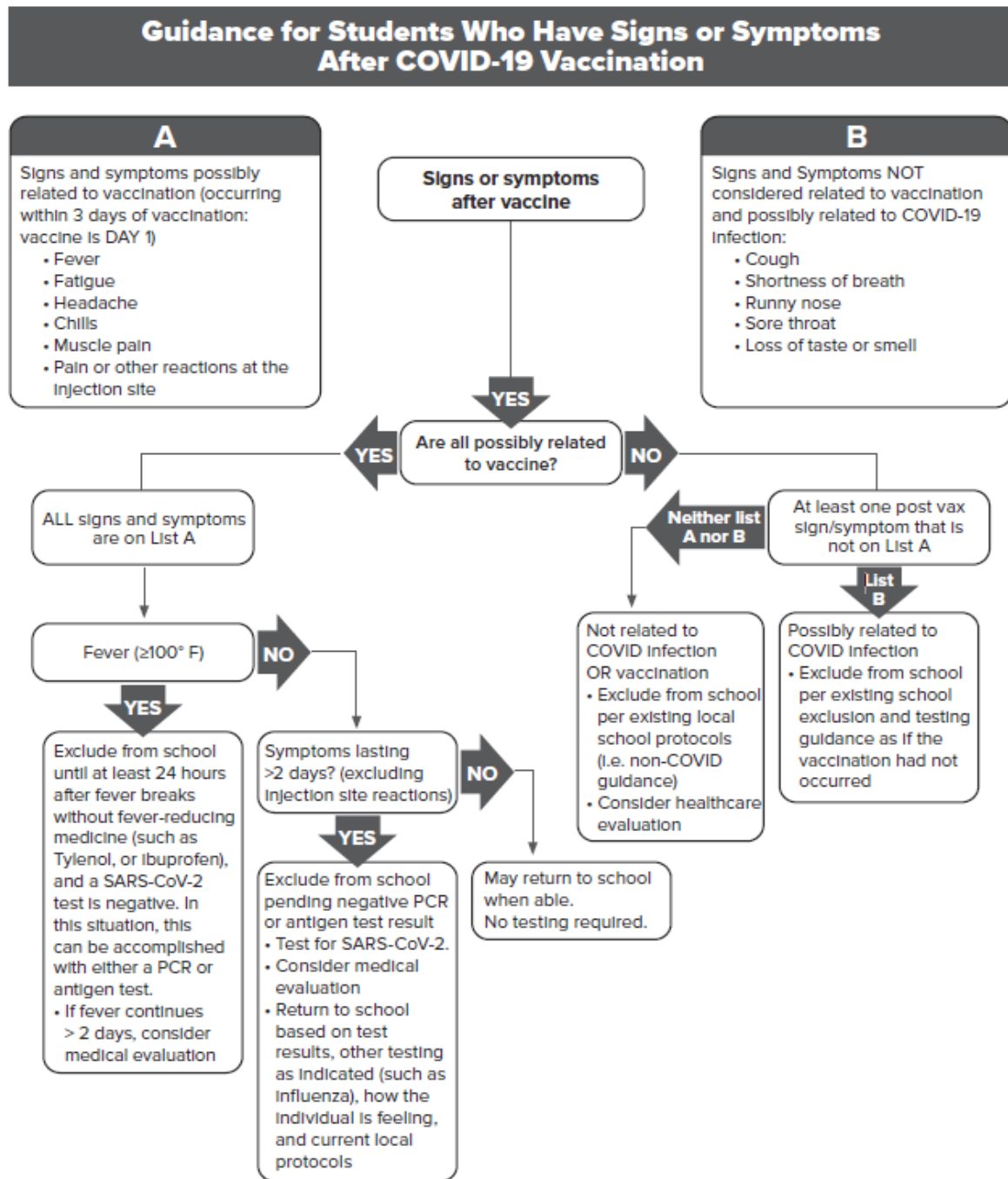
8. **Required school safety drills** will be conducted.

- Eight (8) evacuation and four (4) lockdown drills will be conducted by each school building according to the schedule established by Education Law § 807.
- Students will be instructed that in an actual emergency that required evacuation or lockdown, the most imminent concern is to get to safety and physical distancing is a secondary concern.

9. As per 10 NYCRR 2.62, **all school personnel are required to submit to weekly testing for the COVID-19 virus** unless they submit proof of full vaccination.

- Unvaccinated school staff who were diagnosed with and recovered from COVID-19 within three (3) months are not subject to the weekly testing requirement.
- Asymptomatic individuals exposed to COVID-19 who were diagnosed and recovered from COVID-19 are not required to retest and quarantine within three (3) months after the date of symptom onset from the initial COVID-19 infection or date of first positive diagnostic test if asymptomatic during illness.

10. The New York State Department of Health refers local health departments to an **algorithm that addresses school attendance and requirements for children who have symptoms consistent with vaccine side effects** shortly after receipt of the COVID vaccine.



Department of Health





## **APPENDIX B - RESOURCES**

### **Centers for Disease Control and Prevention (CDC)**

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html>

### **New York State Department of Health (NYSDOH)**

[https://coronavirus.health.ny.gov/system/files/documents/2021/08/2.61\\_determination\\_0.pdf](https://coronavirus.health.ny.gov/system/files/documents/2021/08/2.61_determination_0.pdf)

<https://coronavirus.health.ny.gov/system/files/documents/2021/09/2.62-determination.pdf>

<https://coronavirus.health.ny.gov/system/files/documents/2021/09/school-guidance.pdf>

### **Suffolk County Department of Health Services**

<https://suffolkcountyny.gov/Departments/Health-Services/Health-Bulletins/Novel-Coronavirus/SCDHS-COVID19-Guidance-and-Services>

### **New York State Education Department**

<http://www.nysed.gov/common/nysed/files/programs/back-school/nysed-health-and-safety-guide-for-the-2021-2022-school-year.pdf>

### **American Academy of Pediatrics**

<https://www.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/>