

FIRE ISLAND UNION FREE SCHOOL DISTRICT

BOARD OF EDUCATION

Regular Meeting Agenda

June 8, 2021

4:30 p.m.

Call to Order

Pledge of Allegiance

*In accordance with Governor's Executive Order 202, this meeting will be held virtually via Zoom
Meeting Id: 941 1751 5660; Passcode: fisdboe*

ITEM 1 **Approval of Minutes**

- a. Audit Committee Meeting of May 11, 2021
- b. Regular Meeting of May 11, 2021
- c. Public Budget Hearing of May 11, 2021
- d. Work Session of May 25, 2021

ITEM 2 **Finance**

- a. Treasurer's Report
- b. Trial Balance Reports
- c. Appropriation and Revenue Status Reports
- d. Trust & Agency Cash Disbursement
- e. General Fund Cash Disbursement
- f. Voided Check Report
- g. General Fund Cash Flow Report
- h. Cash Transfer
- i. General Fund Warrant

ITEM 3 **Superintendent's Report**

ITEM 4 **Correspondence - Letters of Intent to Abstain from Voting**

- a. V. Henriksen (*agenda items 5i, 5j*)
- b. J. Lippert (*agenda items 5i, 5j*)
- c. K. Skelly-Kurka (*agenda items 5c, 5d, 5e, 5g, 5h, 5i, 5j*)

ITEM 5 **Action Items – Recommended for Approval**

- a. Funding of 2014 Capital Reserve #3
- b. Funding of 2021 Capital Reserve #4
- c. Funding of Workers' Compensation Reserve
- d. Funding of Employee Benefit Accrued Liability Reserve
- e. Funding of Employee Retirement Reserve
- f. Funding of Teacher Retirement Contribution Reserve Sub-Fund
- g. 2020-2021 Sick Day Buy Backs (*Confidential Attachment "A"*)
- h. 2021-2022 Non-Instructional/Bus Driver Compensation
- i. 2021-2022 Hourly Shift Rates – Part Time Employees
- j. 2021-2022 Appointments - Part Time Employees
- k. Teacher Request for Leave of Absence (*Confidential Attachment "B"*)

- l. 2021-2022 Attorney Retainer – General & Labor Counsel Agreements – Guercio & Guercio, LLP
Annual Retainer \$35,500.00
Litigation Fee - \$265/hr
Law Clerk Fee - \$160/hr
Paralegal Fee - \$135/hr
- m. 2021-2022 Network Support Services Proposal – *Core BTS @ \$10,040.00*
- n. 2021-2022 Preferred Provider Program Renewal Agreement – *OMNI Group – @ \$100.00 Administrative Fees*
- o. 2021-2022 Bus Maintenance & Repair Services – *T&T Baldwin Automotive - 2020-2021 maintenance & repair costs will remain in effect. \$38/hr. labor rate, 15% parts discount*
- p. 2021-2022 Landscape Maintenance Services Proposal – *Brennan Landscapes @ \$16,900.00*
- q. Adoption of Curriculum
 - i. English Language Arts/Social Studies
 - ii. Math
 - iii. Science
 - iv. Music
 - v. Art
 - vi. Physical Education
 - vii. Social Emotional Learning
 - viii. Technology/Digital Citizenship
- r. CPSE/CSE Recommendations - *Confidential*
- s. 2021-2022 Board Meeting Calendar
- t. Expenditure Approval – *refreshments for staff development day as per Board policy #5323*
- u. Proposals - J.C. Broderick & Associates
 - i. Pre-Construction Survey, Asbestos, Lead & PCB Sampling & Analysis for proposed HVAC project @ \$4,150.00
 - ii. Preparation of SEQRA Review for HVAC project @ \$500.00
- v. 2020-2021 Reopening Plan – Revised – *to reflect the option of students/staff not wearing masks while outside*

ITEM 7 **Adjournment**

FOLLOWING THE MEETING A DRAWING WILL BE HELD TO CHOOSE THE RECIPIENT OF THE FIRE ISLAND ASSOCIATION TUITION SCHOLARSHIP FOR A NON-RESIDENT STUDENT ATTENDING WOODHULL IN 2021-2022.

Audit Committee Meeting
BOARD OF EDUCATION
FIRE ISLAND UNION FREE SCHOOL DISTRICT
May 11, 2021

DRAFT

Due to COVID-19 and in accordance with the Governor's executive order this meeting was held virtually via Zoom.

CALL TO ORDER	The meeting was called to order at 4:02 p.m. by Chairman V. Henriksen.
MEMBERS PRESENT	V. Henriksen, L. Kaufman, L. Nowachek, J. Phelan, A. Wood.
OTHERS PRESENT	K. Wurtz, School Business Official J. Lizza, Admin. Assistant for Business & Operations A. Battaglia, CPA, R.S. Abrams & Co. D. Clock, District Clerk
PRESENTATION – OVERVIEW OF THE 2020-2021 EXTERNAL AUDIT	Ms. Battaglia reviewed the procedures, methodology and scheduling of the external audit plan for school year 2020-2021, including new accounting standards related to GASB Statement #84 and GASB Statement #87. Discussion was held. The audit committee will meet again in October 2021 to review the final audit and letter to management.
ADJOURNMENT	The meeting adjourned at 4:17 p.m. (L. Kaufman, A. Wood; 5-0)

Donna Clock
District Clerk

Due to COVID-19 this meeting was held virtually via Zoom with public access.

CALL TO ORDER	The meeting was called to order at 5:04 p.m. by President J. Lippert.
MEMBERS PRESENT	V. Henriksen, L. Kaufman, J. Lippert, L. Nowachek. J. Phelan, K. Skelly-Kurka, A. Wood.
OTHERS PRESENT	L. Ferraro, Superintendent K. Wurtz, School Business Official J. Lizza, Administrative Assistant for Business & Operations P. Tamberino, Director of Curriculum & Special Projects D. Clock, District Clerk T. Murphy, Administrative Assistant Members of the Public: L. Chenault, B. Chenault, R. Murray, K. O’Callaghan G. Steffanetta, School Attorney joined the meeting at 5:20 p.m.
VOICE OF THE TAXPAYER	There were no questions or comments for the Board.
APPROVAL OF MINUTES	Minutes of the following meetings were accepted as read: <ul style="list-style-type: none">• Special Meeting of April 6, 2021• Regular Meeting of April 13, 2021• Special Meeting – BOCES Budget Vote & Election – of April 20, 2021 (K. Skelly-Kurka, A. Wood; 7-0)
TREASURER’S REPORT	Treasurer’s Report for the month ended April 2021 was accepted as hereby attached. (J. Phelan, L. Nowachek; 7-0)
TRIAL BALANCE REPORTS	The Board accepts the Trial Balance Report for the month ending April 2021 as hereby attached. (J. Phelan, L. Nowachek; 7-0)
APPROPRIATION & REVENUE STATUS REPORTS	The Board accepts the Appropriation and Revenue Status Reports for April 2021 as hereby attached. (J. Phelan, L. Nowachek; 7-0)
TRUST & AGENCY CASH DISBURSEMENT	The Board accepts the Trust and Agency Cash Disbursement report for April 2021 as hereby attached. (J. Phelan, L. Nowachek; 7-0)
GENERAL FUND CASH DISBURSEMENT	The Board accepts the General Fund Cash Disbursement report for April 2021 as hereby attached. (J. Phelan, L. Nowachek; 7-0)
VOIDED CHECK REPORT	The Board accepts the Voided Check report for April 2021 as hereby attached. (J. Phelan, L. Nowachek; 7-0)
GENERAL FUND CASH FLOW REPORT	The Board accepts the General Fund Cash Flow report as hereby attached. (J. Phelan, L. Nowachek; 7-0)
CASH TRANSFER	The Board approves a cash transfer in the amount of \$500,000 from the General Fund Money Market account; \$200,000 to the General Fund Checking account for payment of the warrant, and \$300,000 to the Trust & Agency Checking account for payroll, as hereby attached. (A. Wood, K. Skelly-Kurka; 7-0)

Regular Meeting Minutes of May 11, 2021, continued...

WARRANT	The Board hereby approves the General Fund Warrant as presented. (L. Kaufman, L. Nowachek; 7-0)
SUPERINTENDENT'S REPORT	Mrs. Ferraro reported on the following: <ul style="list-style-type: none">• NYS assessments were given. For this year the Math and ELA tests were shortened to one day each.• 2 new students are expected to enroll this month – one K student and one Gr. 3 student• Plans are being made for a small 6th grade graduation and celebration with parents attending. The event will take place outside.• Use of facility issues related to COVID 19. Men's basketball group wish to hold their tournament. There are concerns about social distancing and other health issues.
CORRESPONDENCE	There was no correspondence.
APPROVAL – 6 DAY BUDGET NOTICE	On the recommendation of the Superintendent, the Board hereby approves the 6 day budget notice as presented. (K. Skelly-Kurka, J. Phelan; 7-0)
2020-2021 RE-OPENING PLAN – REVISED	On the recommendation of the Superintendent, the Board hereby approves a revision to the 2020-2021 Re-Opening Plan to reflect the removal of barriers on student/teacher desks. (A. Wood, L. Nowachek; 7-0)
2020-2021 HEALTH & WELFARE SERVICES AGREEMENT WITH BAY SHORE UFSD	On the recommendation of the Superintendent, the Board hereby approves an agreement with Bay Shore UFSD for health and welfare services for one student attending St. Patrick School for 2020-2021, and authorizes the President to enter into said agreement on behalf of the Board. (V. Henriksen, K. Skelly-Kurka; 7-0)
2020-2021 BUS DRIVER APPOINTMENT	On the recommendation of the Superintendent, the Board hereby approves the appointment of J. Gatta as School Bus Driver at \$35,905.58, pro-rated effective May 24, 2021. (L. Kaufman, L. Nowachek; 7-0)
2021-2022 ENGAGEMENT LETTER – INDEPENDENT AUDITOR – R.S. ABRAMS & CO.	On the recommendation of the Superintendent, the Board hereby accepts an engagement letter from R. S. Abrams & Co. for independent audit services for 2021-2022 at a cost of \$19,600, and authorizes the President to enter into said agreement on behalf of the Board. (A. Wood, J. Phelan; 7-0)
2021-2022 ENGAGEMENT LETTER – ACCOUNTING SERVICES – CULLEN & DANOWSKI, LLP	On the recommendation of the Superintendent, the Board hereby accepts an engagement letter from Cullen & Danowski, LLP, for services related to preparation of the financial statements at a cost of \$5,500 for 2021-2022, and authorizes the President to enter into said agreement on behalf of the Board. (V. Henriksen, L. Kaufman; 7-0)
2021-2022 SHARED SERVICES AGREEMENT WITH BOCES	On the recommendation of the Superintendent, the Board hereby approves an agreement with Eastern Suffolk BOCES for Cooperative Educational Services for 2021-2022 at a cost of \$429,285.70, and authorizes the District Clerk to enter into said agreement on behalf of the Board. (A. Wood, K. Skelly-Kurka; 7-0)

Regular Meeting Minutes of May 11, 2021, continued...

APPROVAL OF SUMMER EMPLOYEE PARKING PERMITS	On the recommendation of the Superintendent, the Board hereby approves the purchase of Town of Islip parking permits for summer employees at a cost of \$75 each. (K. Skelly-Kurka; J. Phelan; 7-0)
CSE RECOMMENDATIONS	The Board hereby accepts the recommendations of the Committee on Special Education as presented. (A. Wood, J. Phelan; 7-0)
DISPOSITION OF END-OF- USEFUL LIFE EQUIPMENT	In accordance with Board Policy #5250, the Board approves the disposition of end-of-useful-life equipment as hereby attached. (L. Nowachek, A. Wood; 7-0)
EXECUTIVE SESSION	The Board entered into executive session at 5:23 p.m. to receive advice from counsel and to discuss matters related to particular personnel. (L. Kaufman, L. Nowachek; 7-0)
ADJOURNMENT	The regular meeting resumed at 6:05 p.m. and immediately adjourned. (A. Wood, J. Phelan; 7-0)

Donna Clock
District Clerk

Public Hearing – Proposed 2021-2022 Annual Budget
BOARD OF EDUCATION
FIRE ISLAND UNION FREE SCHOOL DISTRICT

DRAFT

Due to COVID-19 and in accordance with the Governor's executive order this meeting was held virtually via Zoom.

CALL TO ORDER	The hearing was called to order at 7:03 p.m. by President J. Lippert.
MEMBERS PRESENT	V. Henriksen, L. Kaufman, J. Lippert, L. Nowachek, J. Phelan, K. Skelly-Kurka, A. Wood.
OTHERS PRESENT	L. Ferraro, Superintendent K. Wurtz, School Business Official J. Lizza, Admin. Assistant for Business & Operations P. Tamberino, Director of Curriculum & Special Projects T. Murphy, Administrative Assistant D. Clock, District Clerk Forrest Clock, resident Dawn Lippert, resident
PRESENTATION – 2021-2022 PROPOSED ANNUAL BUDGET	Mr. Wurtz gave a presentation outlining the proposed annual budget for 2021-2022. There were no questions from the persons in attendance.
ADJOURNMENT	The hearing was adjourned at 7:17 p.m. (A. Wood, L. Nowachek; 7-0)

Donna Clock
District Clerk

FIRE ISLAND UFSD

Check Warrant Report For A - 13: Cash Disbursement For Dates 6/1/2021 - 6/30/2021



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
29424	06/04/2021	3208	**VOID** Glove Nation	4220	-202.62
29569	06/04/2021	1183	APPLE COMPUTER, INC.	4402	8,118.00
29570	06/04/2021	2947	Baldwin Automotive	4399	635.30
29571	06/04/2021	3897	Bang's Towing, Inc.	4033	350.00
29572	06/04/2021	1999	**CONTINUED** Bank of America Business Card		0.00
29573	06/04/2021	1999	Bank of America Business Card	4375	1,311.64
29574	06/04/2021	1029	BARNWELL HOUSE OF TIRES	4031	380.36
29575	06/04/2021	3832	Benetech, Inc.	4030	190.00
29576	06/04/2021	3345	Blair Burke	4326	150.30
29577	06/04/2021	3694	Bollinger Specialty Group	4398	683.00
29578	06/04/2021	3935	Bruce Kurka	4404	49.50
29579	06/04/2021	3842	Caryn Burke	4327	150.30
29580	06/04/2021	3282	David A. Levenson	4055	402.13
29581	06/04/2021	1835	EASTERN SUFFOLK BOCES	4037	28,531.82
29582	06/04/2021	1115	FIRE ISLAND BOTTLE GAS CORP.	4198	1,181.10
29583	06/04/2021	1054	FIRE ISLAND FERRIES, INC.	4039	216.65
29584	06/04/2021	1718	GRAINGER	4379	32.70
29585	06/04/2021	2507	GUERCIO AND GUERCIO	4067	3,369.00
29586	06/04/2021	1023	I. JANVEY AND SONS, INC.	4381	646.12
29587	06/04/2021	3498	IEH Auto Parts LLC	4366	145.95
29588	06/04/2021	1072	INC. VILLAGE OF OCEAN BEACH	4408	5,000.00
29589	06/04/2021	1072	INC. VILLAGE OF OCEAN BEACH	4407	1,115.00
29590	06/04/2021	1072	INC. VILLAGE OF OCEAN BEACH	4409	2,480.00
29591	06/04/2021	3863	Ivana Vizcarrondo	2139	75.00
29592	06/04/2021	3863	Ivana Vizcarrondo	3129	75.00
29593	06/04/2021	3895	James O'Brien	3132	75.00
29594	06/04/2021	3941	Jennifer Brodsky	4387	625.00
29595	06/04/2021	3329	Kryisia Marie McBride	4328	150.30
29596	06/04/2021	3131	Lise Thornberg	4329	150.30
29597	06/04/2021	3862	Melissa Hood Adams	2138	75.00
29598	06/04/2021	3862	Melissa Hood Adams	4330	150.30
29599	06/04/2021	3861	Melissa Nelson	2137	75.00
29600	06/04/2021	3416	Newsday Media Group	4369	1,474.92
29601	06/04/2021	3947	Pamela Valdez	4391	375.00
29602	06/04/2021	2813	PEST PRO EXTERMINATING COMPANY	4044	95.00
29603	06/04/2021	3580	PSEG Long Island, LLC	4043	1,703.02
29604	06/04/2021	3930	Rita Plush	4386	750.00
29605	06/04/2021	2456	STAPLES Contract & Commercial	4016	16.80
29606	06/04/2021	3351	Suffolk County Comm., Inc.	4011	324.00
29607	06/04/2021	3309	Suffolk Printing	4383	205.00
29608	06/04/2021	3103	Syntax Communications	4018	1,540.00
29609	06/04/2021	2485	TOWN OF ISLIP	4159	3,916.69
29610	06/04/2021	2847	TRACI MURPHY	4331	130.26
29611	06/04/2021	2111	Verizon	4072	937.65
29612	06/04/2021	2431	VERIZON WIRELESS	4073	432.95
29613	06/04/2021	3814	Windstream Communications, Inc	4052	1.35

June 8, 2021 Warrant

Vendor	Description	Invoice #	P.O. #	Invoice Amount	Vendor Total	Check Number
Apple Computer	Computer equipment	AF09236474	4402	\$ 6,597.00		
		AF08759385	4402	\$ 1,521.00	\$8,118.00	29569
Baldwin Automotive	Bus # 16 Maintenance	21-39172	4399	\$ 159.40		
	Bus # 19 DOT Pre inspection	21-39150	4400	\$ 475.90	\$635.30	29570
Bangs Towing	Towing Bus #8	79966	4033	\$ 350.00	\$ 350.00	29571
Bank of America	Citizenship Pins for Graduation		4341	\$ 52.86		
	Saltire Market / Vote Food		4396	\$ 247.00		
	Parking Permits Captree		4397	\$ 400.00		
	AT&T		4023	\$ 139.96		
	Spotify		4061	\$ 14.99		
	Wall St Journal		4028	\$ 116.97		
	Lexmark Printers		4385	\$ 106.96		
	National Honor Society Pins		4374	\$ 27.80		
	Apple.com		4027	\$ 29.90		
	Shoprite Bay shore / Vote Supplies		4395	\$ 76.54		
	Teachers Pay Teachers		4022	\$ 39.50		
	Newsday		4021	\$ 42.36		
	Amazon / Caterpillars Kindergarten		4375	\$ 16.80	\$ 1,311.64	29573
Barnwell House of Tires	Tires for Buses	1461363	4032	\$ 380.36	\$ 380.36	29574
Benetech	Think HR	33154	4030	\$ 190.00	\$190.00	29575
Blair Burke	Election Inspector		4326	\$ 150.30	\$150.30	29576
Bollinger Specialty Group	Student Accident Insurance	32268	4398	\$ 683.00	\$683.00	29577
Bruce Kurka	Plants for front of Building		4404	\$ 49.50	\$49.50	29578
1 Caryn Burke	Election Inspector		4327	\$ 150.30	\$150.30	29579

June 8, 2021 Warrant

Vendor	Description	Invoice #	P.O. #	Invoice Amount	Vendor Total	Check Number
David Levenson	CPSE/CSE May 20210	67	4055	\$ 402.13	\$402.13	29580
Eastern Suffolk BOCES	BOCE Services	C0884-21	4037	\$ 28,531.82	\$28,531.82	29581
Fire Island Bottle Gas	Fuel Oil	21697	4198	\$ 1,181.10	\$1,181.10	29582
Fire Island Ferries	Freight Boat Chagres	F21-27893	4039	\$ 216.65	\$216.65	29583
Grainger	Building Supplies	9887007574	4379	\$ 32.70	\$32.70	29584
Guercio & Guercio	June Retainer / Legal Fees	Retainer	4067	\$ 3,369.00	\$3,369.00	29585
I Janvey	Building Supplies	257323	4381	\$ 571.42		
	Building Supplies	255286A	4305	\$ 74.70	\$646.12	29586
IEH Auto Parts	Supplies for Buses	893014377	4366	\$ 87.81		
		890321855	4366	\$ 58.14	\$145.95	29587
Inc. Village of Ocean Beach	Out of Village Refuse Removal	004-2	4408	\$ 5,000.00	\$5,000.00	29588
Inc. Village of Ocean Beach	Out of Village Water Charge	004-1	4407	\$ 1,115.00	\$1,115.00	29589
Inc. Village of Ocean Beach	Out of Village Sewer Charge	004-3	4409	\$ 2,480.00	\$2,480.00	29590
Ivana Vizcarrando	Instrument Deposit Refund	Ariel	2139	\$ 75.00	\$75.00	29591
Ivana Vizcarrando	Instrument Deposit Refund	Joshua	3129	\$ 75.00	\$75.00	29592
James O'Brien	Instrument Deposit Refund	Mary	3132	\$ 75.00	\$75.00	29593
Jennifer Brodsky	Spring 2021 Adult Ed	5/4/2021	4387	\$ 625.00	\$625.00	29594
Kryisia McBride	Election Inspector	Vote	4328	\$ 150.30	\$150.30	29595

June 8, 2021 Warrant

Vendor	Description	Invoice #	P.O. #	Invoice Amount	Vendor Total	Check Number
Lisa Thornberg	Election Inspector	Vote	4329	\$ 150.30	\$150.30	29596
Melissa Adams	Instrument Deposit Refund	Jaxson	2138	\$ 75.00	\$75.00	29597
Melissa Adams	Election Inspector	Vote	4330	\$ 150.30	\$150.30	29598
Melissa Nelson	Instrument Deposit Refund	Logan	2137	\$ 75.00	\$75.00	29599
Newsday Media Group	Classified Ad for Bus Driver	121647798-04152021	4369	\$ 1,474.92	\$1,474.92	29600
NYS EMP. HEALTH INS	Health Insurance	563	4042	\$ 70,000.00	\$70,000.00	TBD
Pamela Valdez	Spring Adult Ed	Beekeeping	4391	\$ 375.00	\$375.00	29601
Pest Pro	Pest Control	22313	4044	\$ 95.00	\$95.00	29602
PSEG	Electric Main Building	8464561051	4046	\$ 1,233.34		
PSEG	Electric Garage	8454561061	4043	\$ 469.68	\$1,703.02	29603
Rita Plush	Spring Adult Ed	History of Arts	4386	\$ 750.00	\$750.00	29604
Staples	Office Supplies	3476889778	4016	\$ 16.80	\$16.80	29605
Suffolk County Comm	Tower Rent - Transportation	705699	4011	\$ 324.00	\$324.00	29606
Suffolk Printing	Ballots for Vote	11722	4383	\$ 205.00	\$205.00	29607
Syntax	Printing of School Newsletter	16598	4018	\$ 1,120.00		
	6-Day Budget Notice	16632	4018	\$ 420.00	\$1,540.00	29608
Town of Islip	Fuel for Buses	10049	4159	\$ 3,916.69	\$3,916.69	29609
3 Traci Murphy	Election Inspector	Vote	4331	\$ 130.26	\$130.26	29610

FIRE ISLAND UFSD

Check Warrant Report For A - 13: Cash Disbursement For Dates 6/1/2021 - 6/30/2021



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
29614	06/04/2021	3208	Glove Nation	4220	202.62
Number of Transactions: 47				Warrant Total:	68,492.41
				Vendor Portion:	68,492.41

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, _____ in number, in the total amount of \$ _____. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Date

Signature

Title



Fire Island Union Free School District

P.O. Box 428, Ocean Beach, NY 11770-0428

Ph: (631) 583-5626 Fax: (631) 583-5167

www.fi.k12.ny.us

Loretta M. Ferraro, Superintendent

Board of Education

Jay Lippert, President

Vernon Henriksen, Vice President

Lisa Kaufman

Linda Nowachek

Judi Phelan

Kathleen Skelly-Kurka

Amy Wood

June 8, 2021

Fire Island UFSD Board of Education

P.O. Box 428

Ocean Beach, New York 11770

TO: Members of the Board of Education

This is to advise you that at the June 8, 2021 board meeting I will abstain from voting on the following items because they may involve my spouse, Nancy Henriksen:

- 2021-2022 Hourly Shift Rates – Part Time Employees
- 2021-2022 Appointments of Part Time Employees

Sincerely,

Vernon Henriksen
Board Vice President



Fire Island Union Free School District

P.O. Box 428, Ocean Beach, NY 11770-0428

Ph: (631) 583-5626 Fax: (631) 583-5167

www.fi.k12.ny.us

Loretta M. Ferraro, Superintendent

Board of Education

Jay Lippert, President

Vernon Henriksen, Vice President

Lisa Kaufman

Linda Nowachek

Judi Phelan

Kathleen Skelly-Kurka

Amy Wood

June 8, 2021

Fire Island UFSD Board of Education

P.O. Box 428

Ocean Beach, New York 11770

TO: Members of the Board of Education

This is to advise you that at the June 8, 2021 board meeting I will abstain from voting on the following items because they may involve my spouse, Dawn Lippert:

- 2021-2022 Hourly Shift Rates – Part Time Employees
- 2021-2022 Appointments of Part Time Employees

Sincerely,

Jay Lippert
Board President



Fire Island Union Free School District

P.O. Box 428, Ocean Beach, NY 11770-0428

Ph: (631) 583-5626 Fax: (631) 583-5167

www.fi.k12.ny.us

Loretta M. Ferraro, Superintendent

Board of Education

Jay Lippert, President

Vernon Henriksen, Vice President

Lisa Kaufman

Linda Nowachek

Judi Phelan

Kathleen Skelly-Kurka

Amy Wood

June 8, 2021

Fire Island UFSD Board of Education

P.O. Box 428

Ocean Beach, New York 11770

TO: Members of the Board of Education

This is to advise you that at the June 8, 2021 board meeting I will abstain from voting on the following items because they may involve my spouse, Bruce Kurka:

- Employee Benefit Accrued Liability Reserve
- Employee Retirement Reserve
- 2020-2021 Sick Day Buy Backs
- 2021-2022 Non-Instructional/Bus Driver Compensation
- 2021-2022 Hourly Shift Rates – Part Time Employees
- 2021-2022 Appointments of Part Time Employees

Sincerely,

Kathleen Skelly-Kurka

Board Member

Agenda Item 5a **Funding of 2014 Capital Reserve #3**

RESOLVED, that the Board of Education authorizes the funding of the 2014 Capital Reserve #3 in an amount not to exceed \$600,000.00 Said amount will be funded from the undesignated fund balance from the 2020-2021 budget.

Agenda Item 5b **Funding of 2021 Capital Reserve #4**

RESOLVED, that the Board of Education authorizes the funding of the 2021 Capital Reserve #4 in an amount not to exceed \$600,000.00 Said amount will be funded from the undesignated fund balance from the 2020-2021 budget.

Agenda Item 5c **Workers' Compensation Reserve Fund**

RESOLVED, that the Board of Education authorizes the funding of the Workers' Compensation Reserve Fund in an amount not to exceed \$300,000.00. Said amount will be funded from the undesignated fund balance from the 2020-2021 budget.

Agenda Item 5d **Employee Benefit Accrued Liability Reserve**

RESOLVED, that the Board of Education authorizes the funding of the Employee Accrued Liability Reserve in an amount not to exceed \$100,000.00 Said amount will be funded from the undesignated fund balance from the 2020-2021 budget.

Agenda Item 5e **Employee Retirement Reserve Fund**

RESOLVED, in the event there are sufficient funds remaining in the 2020-2021 budget, the Board of Education shall cause the Retirement Contribution Reserve Fund to be funded prior to the date of the tax levy in an amount not to exceed \$500,000.00.

Agenda Item 5f **Teacher Retirement Contribution Reserve Sub-Fund**

RESOLVED, that the Board of Education authorizes the funding of the Teacher Retirement Contribution Reserve Sub-Fund in an amount not to exceed \$33,000.00. Said amount will be funded from the undesignated fund balance from the 2020-2021 budget.

Agenda Item 5g **2020-2021 Sick Day Buy-Backs**

RESOLVED, that the Board of Education authorizes the sick day buy-backs for school year ending June 30, 2021, as presented in Confidential Attachment "A".

Salaries for 2021-2022 Budget

2021-2022 FIRE ISLAND SCHOOL DISTRICT - NON TEACHING STAFF												
Name	Salary Schedule	2021-2022 Salary	2021-2022 Salary	2021-2022 Salary	Longevity	Longevity	Longevity	2021-2022	Daily	Buy	Total 21-22	
		From Schedule	0% Increment	.50% or .75%Increment	Start Date	Years	Schedule	Salary	Rate	Back	Compensation	
Clock, Donna	District Clerk	93,715.56	93,715.56	94,418.43	9/7/1993	29	3,450.00	97,868.43	376.42	4,893.42	102,761.85	
Dahill-Kelly, Mary Ellen	Bus Drivers	35,905.58	35,905.58	36,174.87	9/1/2006	16	2,250.00	38,424.87	192.12	2,497.62	40,922.49	
Fortugno, Nicholas	Maintenane II	56,305.78	56,305.78	56,587.31	8/17/2020	1	0.00	56,587.31	217.64	0.00	56,587.31	
Romeyk, Brian	Bus Drivers	35,905.58	35,905.58	36,174.87	3/12/2014	4	0.00	36,174.87	180.87	2,351.37	38,526.24	
Bente, Dale	Bus Drivers	35,905.58	35,905.58	36,174.87	7/1/2014	8	500.00	36,674.87	183.37	2,383.87	39,058.74	
Kurka, Bruce	Head Maintenance	83,153.67	83,153.67	83,569.44	11/3/2008	14	1,250.00	84,819.44	326.23	4,240.97	89,060.41	
Ferraro, Loretta*1	70,000 per contract	70,000.00	70,000.00	70,000.00				70,000.00	0.00	0.00	70,000.00	
Forget, Chris *1	Network/Computer lab TA	119,944.32	119,944.32	120,544.04	7/1/2009	13	1,250.00	121,794.04	468.44	6,089.70	127,883.74	
DiMuzio, Blessing	Bus Drivers	35,905.58	35,905.58	36,174.87	2/1/2018	4	0.00	36,174.87	180.87	2,351.37	38,526.24	
Didio, Mike	Bus Manager	84,401.01	84,401.01	85,034.02	9/2/2000	22	3,450.00	88,484.02	340.32	4,424.20	92,908.22	
Madocks, Stacey	Custodial Worker	48,865.35	48,865.35	49,109.68	7/16/2018	2	0.00	49,109.68	188.88	2,455.48	51,565.16	
La Violette, Janet	Dir Health Services	91,133.04	91,133.04	91,816.54	9/30/1987	33	4,950.00	96,766.54	523.06	6,799.81	103,566.35	
Murphy, Traci	Administrative Assistant	70,782.23	70,782.23	71,313.10	1/23/2006	17	2,250.00	73,563.10	282.93	3,678.15	77,241.25	
Terry, Herbert D.	Bus Drivers	35,905.58	35,905.58	36,174.87	9/1/2020	1	0.00	36,174.87	180.87	0.00	36,174.87	
Gatta, John	Bus Drivers	35,905.58	35,905.58	36,174.87	9/1/2020	1	0.00	36,174.87	180.87	0.00	36,174.87	
Poveromo, John *2	Bus Drivers	35,905.58	35,905.58	36,174.87	9/1/2013	8	500.00	36,674.87	183.37	2,383.87	39,058.74	
Quinn-Valero, Florence	Bus Drivers	35,905.58	35,905.58	36,174.87	9/1/2004	18	2,250.00	38,424.87	192.12	2,497.62	40,922.49	
Lizza, Jacqueline*1	Business Official	146,041.60	146,041.60	146,041.60	7/1/2020	1		146,041.60	608.51	7,910.59	153,952.19	
McCullum, Shoshanna	Adult Education - contract	11,321.9 x 1.5%	11,491.73	11,549.19	6/25/2002	N/A	0.00	11,549.19	0.00	0.00	11,549.19	
Tamberino, Phil*1	137,000 per contract	137,000.00	137,000.00	137,000.00	10/10/2006			137,000.00	570.83	7,420.83	144,420.83	
Wurtz, Kevin *1	Admin. Asst for Business	100,000.00	100,000.00	100,000.00	11/2/2015	6	4,166.70	104,166.70	434.03	1,302.08	105,468.78	
Totals			1,400,078.93	1,406,382.31				4,340.28	1,432,649.01		63,680.95	1,496,329.96
	Bus Driver Base for 2021-2022	35,905.58		6,303.38					2020-21	total comp	1,290,409.47	
	Adult Ed Base for 2021-2020	11,321.90							difference		205,920.48	

2021-2022 INCREMENT

*1 TRS reportable

*2New hire date 9/1/13 for longevity and benefits John is treated as a new employee.

Not eligible for sick day buy-back until more than 20 days accumulated in sick bank.

NOTE: salary increases of .5 and (75% to keep 21-22 salary flat with 20-21 base) added into 21-22 salary column. 13 days used for determining buy back.

NOTE: The non-teaching staff overtime will be calculated, on an individual basis. Using the annual contracted rate plus any longevity entitlement.

Hourly and Shift Rates for 2021-2022 @ 2.25%

<u>Hired before June 30, 2010</u>	<u>2020-2021</u>	<u>2.25% increase</u>	<u>2021-2022</u>	
Business Office Part Time	41.72	1.0225	42.66	Per Hour
Library Clerk	22.20	1.0225	22.70	Per Hour
<u>Hired after June 30, 2010</u>				
Guard/Building Monitor/Basketball	20.93	1.0225	21.40	Per Hour
Weekend Watchman Security	53.02	1.0225	54.21	Per Day
Office Part Time	20.93	1.0225	21.40	Per Hour
Library Clerk	20.93	1.0225	21.40	Per Hour
Custodial Sub	23.38	1.0225	23.91	Per Hour
<u>Other Activities</u>				
Board of Elections	20.04	1.0225	20.49	Per Hour
Chairperson CPSE/CSE/Day	804.26	1.0225	822.36	Per Day
Substitute Nurse	215.95	1.0225	220.81	Per Day
Substitute Teacher	165.03	1.0225	168.74	Per Day
Teacher Aide	106.72	1.0225	109.12	Per Day
Substitute Bus Driver	90.16	1.0225	92.19	Per Day
Summer Bus Driver	150.00	1.0225	153.38	Per Day
Substitute Bus Dispatch	112.97	1.0225	115.51	Per Day
19A Testing	42.27	1.0225	43.22	Per Test
Swim Monitor	90.00		90.00	Per Day
<u>NOTE:</u> The non teaching staff overtime will be calculated, on an individual basis. Using the annual contracted rate Plus any longevity entitlement.				
BOE approved				

AGENDA ITEM 5j – 2021-2022 Appointments – Part Time/On Call Employees

A. Bainbridge	Custodial Sub	23.91/hr
B. Kurka	Weekend/Holiday Security	54.21/day
J. McCollum	Weekend/Holiday Security	54.21/day
M. Dahill Kelly	Guard	21.40/hr
J. McCollum	Guard	21.40/hr
B. Daidone	Library Clerk	21.40/hr
Bonnie Metcalf	Library Clerk	22.70/hr
Brittany Metcalf	Library Clerk	21.40/hr
D. Lippert	Office Clerk	21.40/hr
N. Henriksen	Office Clerk	21.40/hr
A. Bainbridge	Sub Bus Driver	92.19/day
D. Bente	Summer Bus Driver	153.38/day
D. Hanner	Sub School Nurse	220.81/day
G. Posillico	Sub School Nurse	220.81/day
D. Levenson	CPSE/CSE Director	822.36/day

LAW OFFICES
OF
GUERCIO & GUERCIO, LLP

GREGORY J. GUERCIO
RICHARD J. GUERCIO
GARY L. STEFFANETTA
JOHN P. SHEAHAN
BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
CHRISTOPHER F. MESTECKY
CHRISTOPHER W. SHISHKO
GREGORY A. GILLEN
PATRICIA A. UNZ
ANTHONY J. FASANO
DOUGLAS A. SPENCER

Of Counsel
KATHY A. AHEARN
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NICOLE A. MURPHY
TORREY A. CHIN
STEPHANIE A. DENZEL
NOREEN M. GILROY
OLIVIA A. LATTANZA
RACHEL N. ROTH*
MATTHEW T. HARRISON*
*ADMISSION PENDING

Reply to: Farmingdale x
Latham □

May 25, 2021

Board of Education
Ms. Loretta Ferraro, Superintendent
Fire Island Union Free School District
P.O. Box 428
Ocean Beach, New York 11770-0428

Re: Retainer Agreements – General and Labor Counsel

Dear Members of the Board and Ms. Ferraro:

We attach for your review an electronic copy of our proposed contracts as general and labor counsel for the period July 1, 2021 through June 30, 2022. Please note that the contracts are identical in all respects to the expiring agreements, except for a \$1,000.00 increase to the general counsel contract. The hourly rates would increase by \$5.00 per hour to \$265.00 for litigation services, \$160.00 for Law Clerks and \$135.00 for paralegals. We believe the modest increases referred to above are appropriate.

We firmly believe that it is important for a district to make frequent use of its legal team pursuant to the retainer at the earliest opportunity in order to avoid costly litigation expenses later.

Assuming the contracts are acceptable to the Board and Superintendent, please return fully executed originals at your earliest convenience. As usual, I am available if there are any questions or you wish to discuss the matter further.

Very truly yours,

GARY L. STEFFANETTA

GLS/dvn
Enclosures

GENERAL COUNSEL CONTRACT

AGREEMENT made this day of , 2020, by and between the BOARD OF EDUCATION OF FIRE ISLAND UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and GUERCIO & GUERCIO, LLP, hereinafter referred to as "ATTORNEYS".

WHEREAS, the BOARD, at a regular meeting of , 2021, retained GUERCIO & GUERCIO, LLP, as the attorneys for the School District for the school year July 1, 2021 through June 30, 2022 and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2021 through June 30, 2022.

II. Services:

1. The daily rendering of legal opinions, orally or by memorandum, concerning all matters affecting the administration of school affairs.

2. Attendance at executive sessions of regular BOARD meetings unless the President determines that such attendance is unnecessary.

3. Prepare all legal documents and notices, and provide for all necessary equipment and supplies in connection with the annual and special meetings of the residents of the School District.

4. Conduct correspondence on behalf of the School District where the same has, or may have, legal implications.

5. Confer in the preparation of all legal documents in connection with short-term borrowing.

6. Cooperate with Bonding Counsel in connection with bond issues attendant upon long-term borrowing.

7. Represent the School District and the BOARD in connection with the purchase, sale or leasing of real property from the initial stage of negotiations to closing.
8. Writing or approving contracts between the District and other parties.
9. Examination and approval of vendors' bonds, insurance policies and other legal documents.
10. Matters falling in the category of litigation, as enumerated in Article IV, which are settled or otherwise disposed of in their preliminary stages.

III. Annual Retainer: For the above services, the fee shall be the annual rate of \$35,500.00. Retainers and services provided on an hourly basis shall be billed monthly.

IV. Litigation: Separate compensation for litigation services shall be agreed upon on a case-by-case basis, or at the rate of \$265.00 per hour, \$160.00 per hour for all Law Clerks and \$135.00 per hour for Paralegal services, at the option of the BOARD. Litigation services include services such as special procedures, motions, trials and appeals in court; Tenure Hearings, Commissioner of Education appeals; Human Rights Commission Hearings, etc. Excluded herefrom are services for labor contract arbitrations and PERB proceedings, for which provision is made elsewhere. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

V. Expenses: The BOARD shall reimburse the ATTORNEYS for expenses incurred by them in the performance of their services as School Attorneys. These shall include but not be limited to travel, long distance calls, copying, printing, Westlaw research, supplies, express mail, or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the District and the non-necessity to procure reimbursement.

VI. Termination: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
this day of , 2021.

BOARD OF EDUCATION
FIRE ISLAND UNION FREE
SCHOOL DISTRICT

BY: _____
President

GUERCIO & GUERCIO, LLP

BY: _____
GARY L. STEFFANETTA

LABOR COUNSEL CONTRACT

AGREEMENT made this day of , 2021, by and between the BOARD OF EDUCATION OF FIRE ISLAND UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and GUERCIO & GUERCIO, LLP, hereinafter referred to as the "ATTORNEYS":

WHEREAS, the parties desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2021 through June 30, 2022.

II. Services:

Negotiations with all recognized units as follows:

- a) Preliminary study of the union's demands;
- b) In conference with District personnel and the BOARD, study of union demands, and preparation of the District's demands;
- c) Negotiate on the above through mediation, fact-finding and post fact-finding until agreement is reached.

III. Fees:

For the above services the fee shall be billed at the hourly rate of \$265.00 for all Attorneys; \$160.00 per hour for all Law Clerks and \$135.00 per hour for paralegal services. Retainers and services provided on an hourly basis shall be billed monthly.

IV. Litigation:

Separate compensation for litigation services such as arbitrations, Public Employment Relations Board hearings, and other labor-related court litigation shall be at the rate of \$265.00 per hour for all attorneys, \$160.00 per hour for all Law Clerks and \$135.00 per hour for paralegal services.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

V. Expenses: The BOARD shall reimburse the ATTORNEYS for expenses incurred by them in the performance of their services as School Attorneys. These shall include but not be limited to travel, long distance calls, copying, printing, Westlaw research, supplies, express mail, or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the District and the non-necessity to procure reimbursement.

VI. Termination: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of , 2021.

BOARD OF EDUCATION
FIRE ISLAND UNION FREE
SCHOOL DISTRICT

BY: _____
PRESIDENT

GUERCIO & GUERCIO, LLP

BY: _____
GARY L. STEFFANETTA



May 19, 2021

Chris Forget
Fire Island Union Free School District
PO Box 428
Ocean Beach, NY 11770

Dear Mr. Forget-

Core BTS, Inc. (Core) is pleased to present this proposal to provide professional services to Fire Island UFSD (FIUFSD) for the 2021-2022 school year. This professional services agreement describes the services Core will provide, and the approach under which these will be delivered.

Fire Island UFSD Professional Services Agreement July 1, 2021 – June 30, 2022

Activities

Activities will vary based on the current FIUFSD needs. FIUFSD will submit to Core a request via phone or email, to include a description of the issue experienced or the type of skill set required.

Core will respond dispatching the appropriate skill set on a best-effort basis to resolve the need. Should the estimated time involved exceed 8 hours Core will, upon becoming aware of this, gain FIUFSD's approval prior to beginning or continuing work.

If the nature of the request is such that the work would more appropriately be delivered on a project basis Core will notify FIUFSD and provide a proposal for such work.

Timeframe

Core will provide resources on a best-effort basis to match FIUFSD's need as quickly as possible after receiving the client request. However, no guaranteed response or resolution time is defined.

The fees in this document are guaranteed to FIUFSD for the time period of one (1) year from July 1, 2021-June 30, 2022. There is no commitment on the part of FIUFSD to a minimum number of days or support requests.

Fees & Costs

Core fees for service are based on the actual time expended at our established daily billing rate not to exceed **\$10,000.00**. Travel time, travel related expenses, and mileage will not be billed to FIUFSD.

<i>Resource Description:</i>	<i>Daily Rate</i>	<i># of days</i>	<i>Project Total</i>
Network Engineer (days 1-5)	\$1,480.00	5	\$7,400.00
Network and Systems Technician 2 (days 6-10)	\$1,320.00	2	\$2,640.00
<i>Project Total</i>		<i>7</i>	<i>\$10,040.00</i>

Core will notify FIUFSD if any products (i.e. hardware and software) are required to resolve the support request prior to ordering it. FIUFSD may procure this product through Core or another vendor.

Project Approach & Management

Core brings its experience in effective project delivery to all engagements. Included in all Core engagements are project oversight services. Project oversight provides for quality assurance in documenting expectations, identification and scheduling of resources, administrative functions, and project closure.

In order to maintain the defined expectations and scope, no changes to the activities defined in this document will be effective unless instituted through a written project change request (PCR), signed by an authorized client representative.

At the completion of the work effort on this project, you will receive a communication from Core indicating that it is believed that the engagement is closed. Should this not be the case, or if you have any questions at that time, please respond to this communication within 7 calendar days.

This proposal is confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within the client organization.

Acceptance

We look forward to providing you with the services outline in this document. If the terms of this Agreement are acceptable, please sign below and return one copy to me.

Best Regards,

Christine Barrington

Christine Barrington
Core Business Technology Solutions

ACCEPTED BY: _____ Date: _____

Name Printed: _____ Title: _____

Project Terms and Conditions

1. **Payment Terms.** Payment is due within forty-five (45) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid.
2. **Independent Contractor: Taxes.** We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. **No Hiring.** For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. **Warranty.**
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Our Indemnity.** We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. **Limitations of Liability. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF OUR LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE.** Your right to recover Damages is limited to the amounts paid to us hereunder. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. **Your Covenants.** You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. **Requests for Changes.** No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. **Confidentiality.** Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. **Termination of Agreement.** Either party may terminate our engagement at any time upon 30 days prior written notice.
11. **Entire Agreement; Amendment.** These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. **Assignment.** You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
13. **Notices.** Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. **Governing Law.** These terms shall be governed by and construed in accordance with the laws of the State of Indiana.
15. **Force Majeure.** Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. **Waiver; Severability.** Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.



Services Agreement Reinstatement

Name of Employer: Fire Island Union Free School District

The Services Agreement for the fiscal year Jul 1, 2020 – Jun 30, 2021 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2021 - Jun 30, 2022 with the following fee schedule below:

FEE SCHEDULE FOR 2021-2022 YEAR

Billing Type: Preferred Provider Program (P3) - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
P3 Administrative Fee		\$100.00	\$100.00
Non-P3 Service Provider 403(b)*	0	\$ 36.00	\$ 0.00
457(b) Accounts	11	\$ 0.00	Included
Vanguard Accounts**	0	\$ 36.00	\$ 0.00
Great American Accounts***	0	\$ 36.00	\$ 0.00
Total 2021-2022			\$ 100.00

**Includes 403(b) ROTH Accounts if allowed*

***Employer authorizes Vanguard, as a P3 provider, eligible for new accounts and agrees to cover applicable TPA fees, with billing type Flexible (Employer). Alternatively, Employer authorizes Vanguard, as a P3 provider, eligible for new accounts and directs Vanguard to pay applicable TPA fees by charging an equal fixed dollar amount to each plan participant based on records submitted to Vanguard by the TPA, with billing type Flexible (Employee).*

****Employer authorizes Great American as a service provider and has entered into an agreement to either pay the fees on behalf of the participant, or has allowed the participant to authorize Great American to pay the fee from their account.*

EMPLOYER:

OMNI FINANCIAL GROUP, INC.

By: _____

Name: 

Title: _____

By: Brad Hope, Managing Partner

Date: _____

Date: May 19, 2021

PLEASE RETURN A SIGNED COPY BY JULY 1, 2021

NY-862

T & T Baldwin Automotive, Inc.
1425 Montauk Highway
East Patchogue, New York 11772
Phone: 631-286-8000/Fax: 631-286-7030

May 10, 2021

Good Afternoon Donna,

In reference to your email dated April 28, 2021 regarding a proposal to extend our agreement for Bus Maintenance and Repair Services for school year 2021 – 2022, *July 1, 2021 – June 30, 2022*, we are interested in an extension of our contract. As per our existing contract, we will honor the agreement and maintain the same prices for the upcoming school year.

We look forward to our continued business relationship with Fire Island Union Free School District.

Thank you,



John D'Amato

General Manager

T & T Baldwin Automotive, Inc.

Brennan Landscape Co
P.O. Box 141
Ocean Beach, NY 11770-0141

Contract / Proposal

Date	Estimate #
6/3/2021	613

Name / Address
Woodhull Fire Island Union Free School District Surf Road Corneille Estates

Terms	Due Date
	6/3/2021

Description	Total
<p>The following is a proposal to maintain the lawn and shrubberies on school grounds including concrete driveways, walkways, perimeter of main building , gym and playground To keep grass mowed and fertilized as necessary . To keep areas free of weeds and litter, to maintain shape and size of shrubs. To remove debris. The task carried out will reflect job description as described in original proposal submitted for 2017 to 2018 .</p> <p>The total hours estimated to carry out this work based on original specification and what is considered to be the typical task load for prior 4 years is 260 hours at a rate of 65.00 per hour for a total of 16,900.00</p> <p>This estimate is for the period 07/01/2021 to 06/30/2022</p> <p>Thank You, Peter Brennan.</p>	16,900.00
	Subtotal \$16,900.00
	Sales Tax (8.025%) \$0.00
	Total \$16,900.00

Signature _____

Phone #	Fax #	E-mail
631 484 3852	631 583 6028	pmbrennan19@msn.com

**FIRE ISLAND UNION FREE SCHOOL DISTRICT
BOARD MEETING CALENDAR
2021-2022**

Unless otherwise noted, meetings start at 4:30 p.m.

July	13	Annual Organizational Meeting
	13	Regular
August	10	Regular
September	14	Regular
	28	Work Session
October	12	Regular
November	9	Regular
	23	Work Session
December	14	Regular
January	11	Regular
	25	Budget Review/Work Session
February	8	Regular
March	8	Regular
	22	Budget Review/Work Session
April	12	Regular
	TBD	Special – BOCES Election & Budget Vote, 8:00 a.m
May	10	Regular, 5:00 p.m.
	10	Public Hearing – Proposed Budget, 7:00 p.m.
	17	Annual Budget Vote and Election, 3:00-9:00 p.m.
	24	Work Session
June	14	Regular

BOE Approved:

J.C. Broderick & Associates, Inc.

Environmental / Construction Consulting & Testing



1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
Fax: 631.584.3395
www.jcbroderick.com

May 27, 2021

Ms. Loretta Ferraro
Fire Island Union Free School District
P.O. Box 428
Ocean Beach, New York 11770

Re: **REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Perform Pre-Construction Survey, Sampling and Analysis of Suspect Asbestos, Lead & PCB
Containing Materials Associated with Proposed Ventilation Project**

Site: **Woodhull School
Surf Road
Fire Island, New York 11782**

JCB#: **21-48942**

Dear Ms. Ferraro:

J.C. Broderick & Associates, Inc. (JCB) is pleased to submit, for your review and approval; the following proposed "Scope of Services" at the above referenced subject site:

I. Scope of Services

- A. Perform a pre-construction survey sampling and analysis of suspect asbestos, lead and polychlorinated biphenyl (PCB) containing materials in the portions of the above referenced building that will be impacted by the proposed renovation project. The areas impacted by the construction will be identified by the signee, or an approved site representative. Asbestos sampling will be performed by a New York State Department of Health and Labor Certified Asbestos Inspector. The suspect materials will be categorized as homogenous areas and a representative number of samples will be collected and delivered to an independent Environmental Laboratory Approval Program (ELAP) certified laboratory for analysis. Lead inspections will be performed by a United States Environmental Protection Agency (US EPA) certified lead based paint inspector. Lead sampling will be performed utilizing XRF technology.
- B. Friable asbestos samples will be analyzed by Polarized Light Microscopy (PLM). Non-Friable samples will be analyzed first by Polarized Light Microscopy (PLM) Non-Friable Organically Bound (NOB) method of analysis. If inconclusive results are reported, the samples will then be confirmed by transmission electron microscopy (TEM) method of analysis.
- C. Prepare a report detailing the findings of the inspection and sampling performed.

II. Compensation

JCB's fees relative to environmental health and safety services in accordance with **Eastern Suffolk BOCES RFP# 18S 11 0706** are as follows:

Consulting Services

Project Manager	\$95.00 per hour
Environmental Scientist	\$75.00 per hour
Asbestos Inspector	\$75.00 per hour
Lead Hazard Inspector	\$62.50 per hour

Ms. Loretta Ferraro
Fire Island Union Free School District
REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Perform Pre-Construction Survey, Sampling and Analysis of Suspect Asbestos, Lead & PCB Containing Materials Associated with Proposed Ventilation Project
Woodhull School
JCB#: 21-48942

Laboratory Analysis

Asbestos PLM Bulk Analysis	24 hr TAT	\$ 25.00 per sample
Asbestos PLM NOB Sample Analysis	24 hr TAT	\$ 50.00 per sample
Asbestos TEM Bulk NOB Sample	24 hr TAT	\$ 75.00 per sample
Vermiculite 198.8	Normal TAT	\$285.00 per sample
PCB Analysis (EPA Method 8082)	7 day TAT	\$110.00 per sample

Specialized Equipment

Lead Paint XRF Instrument	\$300.00 per day
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Estimated Project Cost: \$4,150.00*

****All estimated costs are based on projects of similar size and scope of work. The final invoice amount will reflect the total time spent, and amount of suspect asbestos and lead containing materials sampled that satisfies all applicable Federal, State and Local regulations.***

III. Payment Schedule

Due upon receipt of report and invoice.

The signee will be required to provide JCB unrestricted access to all areas of the subject areas. If JCB is required to make our own arrangements for access (ex. scissor lift, scaffolding, extension ladders) this will be reflected as an additional cost in the final invoice. The above referenced costs are based upon a twenty-four (24) hour TAT on laboratory analysis. The signee also acknowledges that they have received permission from the property owner for JCB to perform the above referenced work.

It is also understood by the signee that asbestos bulk sampling is a destructive method of sampling that may result in damage to the sampled surfaces. It is agreed by all parties that repairs and/or restoration of all sampling surfaces and materials is not the responsibility of JCB. That is, all repairs and/or restoration of the sampling locations are the responsibility of the signee or others and are not included in the scope of this survey.

If applicable, it is agreed and understood that this survey may include core (bulk) sampling of the suspect roofing systems servicing all, or portions of the above referenced building. If core samples are taken from the building roofing system, sample locations will be temporarily sealed with caulking or other non-asbestos containing flashing cement by the sampling technician. It is agreed that these repairs are temporary, and permanent repairs of these sampling locations are the responsibility of the signee, or others, and is not included in the scope of this survey. JCB assumes no liability or responsibility for any guarantees, warranties and/or bonds that pertain to the roofing systems. The signing below signifies as approval for JCB to sample the roofing system.

It is understood and agreed by all parties that the above referenced sampling does not certify that the structure is free of asbestos containing materials (ACM), or that the ACM materials identified are the only ACM presently associated with the building, but rather only reports the findings limited by the methodology performed and described above.

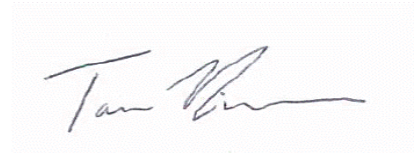
Any additional work or services that are required and are not specifically indicated above will be billed separately and/or in addition to the items listed below. The signee shall pay JCB, in accordance with the payment schedule in Section 3 of the proposal, with the charges provided for herein. JCB may impose and the Signee agrees to pay a late fee for all past due payments. Such late fee is not to exceed the maximum rate for same allowed by applicable law. In the event the Signee fails to pay JCB all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and JCB refers such matter to an attorney or collection agency, the Signee agrees to pay in addition to amount due, any and all costs incurred by JCB as a result of such action including, to the extent permitted by law, reasonable attorney's and/or collection fees.

Ms. Loretta Ferraro
Fire Island Union Free School District
REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Perform Pre-Construction Survey, Sampling and Analysis of Suspect Asbestos, Lead & PCB Containing Materials Associated with
Proposed Ventilation Project
Woodhull School
JCB#: 21-48942

Your acceptance to the terms and conditions of this proposal can be signified by either signing at the designated place and returning a copy to us, the issuance of a purchase order, a verbal approval confirmed by granting access to the referenced site to complete the work, or acceptance of the final project report.

If there are any questions, or is more information is needed please feel free to contact us.

Sincerely,



Tara Ricker
J. C. Broderick & Associates, Inc.

AGREED & ACCEPTED

NAME _____

SIGNATURE _____

DATE _____

PO NUMBER: _____

J.C. Broderick & Associates, Inc.

Environmental / Construction Consulting & Testing

May 27, 2021

Ms. Loretta Ferraro
Fire Island Union Free School District
P.O. Box 428
Ocean Beach, New York 11770



1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
Fax: 631.584.3395
www.jcbroderick.com

**Re: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Preparation of SEQRA Review for**

**Site: HVAC Upgrade Project
Woodhull School
Surf Road
Ocean Beach, New York 11782**

JCB#: 21-48946

Dear Ms. Ferraro:

J.C. Broderick & Associates, Inc. (JCB) is pleased to submit, for your review and approval, the following proposed "Scope of Services" for the above referenced project.

I. Scope of Services

- Prepare submissions to the New York State Office of Parks, Recreation, and Historic Preservation for impact on cultural resources in, or eligible for, inclusion in the State and National Registers of Historic Places in accordance with New York State Parks, Recreation and Historic Preservation Law, Section 14.09.
- Prepare appropriate language for inclusion in a Board Resolution addressing the SEQRA determination.

II. Compensation

JCB's fees for the above referenced scope of services in accordance with Eastern Suffolk BOCES RFP#18S-11-0706 are as follows:

Project Manager	\$95.00 per hour
Environmental Scientist	\$75.00 per hour
Environmental Project Coordinator	\$37.50 per hour

Estimated Cost: \$ 500.00

If the proposed work is determined to; require a Full ESA Form, be a Type I Action, results in a Positive Declaration, or other additional investigation is required, this will result in an extended cost in accordance with the above referenced fee schedule. If the project is subsequently determined to be within the boundaries of a Freshwater Wetlands, an additional proposal will be prepared to obtain a DEC Permit.

Project will be billed based upon actual time spent in accordance above with the above referenced fee schedule. Price will not exceed the cost estimates of the above Form, with a Negative Declaration without prior written notice.

III. Payment Schedule:

Due upon receipt invoice

It is mutually agreed by all parties that J.C. Broderick & Associates, Inc. (JCB) has been engaged solely for the scope of services outlined above. Further it is specifically agreed that the signee is allowed to engage any other environmental consultants for other work on this project as it deems necessary. All reports, both verbal and written, are for the benefit of the signee. We will perform the work in a professional manner, consistent with customary standards and practices for work of this nature.

It is understood that these documents will be prepared based upon the scope of work descriptions and/or site drawings provided by the Library or their representative. If changes in the scope of work, or additional structures are added to the scope of work, subsequent to the completion of the Forms and project submittals, the revisions of these documents may result in the final cost exceeding the above referenced estimated cost.

If the SEQRA for the project site is determined subsequent to the authoring of this proposal to require approval or correspondence with an additional agency not identified in the Scope of Services listed above, such as the Department of Environmental Conservation Freshwater Wetlands Program or the Central Pine Barrens Commission, etc., then the associated services will be billed separately and/or in addition to the items listed above.


Any additional work or services that are required and are not specifically indicated above will be billed separately and/or in addition to the items listed above. The signee agrees to the following conditions:

- It is agreed and understood by all parties that site conditions, property access, or information needed and dependent upon other parties may limit the intended scope of work. In these instances the findings of this work will be limited to the services performed and will be detailed in the final report.
- By signing this agreement the signee is certifying that they have received permission from the property owner to perform the above referenced services on the subject property and that spray paint and flags can be utilized to mark site findings;
- The signee shall pay JCB in accordance with the payment schedule in this proposal, with the charges provided for herein. JCB may impose and the signee agrees to pay a late fee for all past due payments. Such late fee is not to exceed the maximum rate for same allowed by applicable law.

In the event the signee fails to pay JCB all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and JCB refers such matter to an attorney or collection agency, the signee agrees to pay in addition to amount due, any and all costs incurred by JCB as a result of such action including, to the extent permitted by law, reasonable attorney's and/or collection fees.

After review of this proposal, kindly signify your acceptance by signing at the designated place and returning the original to us. To assist in expediting this report, please fax a signed copy of this agreement to (631) 584-3395 at your earliest convenience. If there are any questions, or if more information is needed, please feel free to call.

Sincerely,
J.C. Broderick & Associates, Inc.


Steven Mulfer, P.G.
Director, Subsurface Division

AGREED & ACCEPTED

Signee

Name _____
Title _____
Signature _____
Date _____
PO# _____



FIRE ISLAND UFSD SCHOOL REOPENING PLAN

Loretta Ferraro, Superintendent

FIRE ISLAND UFSD 75 Surf Road, Corneille Estates, NY 11770

Revised 4.19.21



Fire Island UFSD School Reopening Plan

The Fire Island UFSD is a small one-school, one-building district located in a national park—Fire Island National Seashore—comprising a barrier island off the southern coast of Long Island in Suffolk County, New York. Fire Island National Seashore is a popular tourist destination area during the months of April through September and is inhabited by many visitors and temporary residents during that time. During the rest of the year there are under 500 year-round residents living across the length of the island, including members of the United States Coast Guard Station Fire Island.

Woodhull School is the district's only school building and is available to educate all resident children from Pre-K through grade 6. A limited number of students residing outside the boundaries of the district may also attend grades PK-6 on a tuition basis subject to the approval of the Board of Education. Some resident families opt to send their children to private elementary schools. Children of Fire Island residents in grades 7 through 12 remain students of Fire Island UFSD but have the choice of attending Bay Shore School District or Islip School District for these grade levels with tuition paid by Fire Island UFSD, or otherwise may attend private school. As such, Fire Island UFSD transports all resident students in grades 7-12 whether attending public or private school. There are currently 39 students attending Woodhull School.

The school building is accessible during the school year by four-wheel drive vehicles (four-wheel drive school buses and federally-permitted four-wheel drive passenger vehicles), water vehicles (ferry, police boats, United States Coast Guard boats, and private boats), or by bike or on foot. During the summer months, only emergency vehicles are permitted to drive within Fire Island National Seashore and the building is only accessible by boat, bike, or on foot. The school owns a fleet of vehicles for transporting students, staff, and visitors during the school year and operates these vehicles in accordance with the regulations of Fire Island National Seashore.

The Woodhull School is a small one-story building with five main classrooms for grades Pre-K through six, a lunch room, gymnasium, library, and office spaces including the main office, superintendent-principal's office, district business office, health office, IT room, and maintenance room. Transportation is headquartered in an adjacent building where buses may be garaged and district materials and equipment may be stored. The school building does not have a cafeteria and does not have a school lunch or breakfast program. There is a gymnasium which may also be used for performances, and the school library is also the community library for Fire Island during the summer and select days outside of school hours during the school year.

****While we are in this health crisis, the Fire Island UFSD will not be operating its Pre-Kindergarten program. A resolution was adopted on August 4, 2020 to discontinue the Pre-Kindergarten program for the 2020-2021 school year.**

Fire Island UFSD
School Reopening Plan

FACILITIES - BUILDING PROCEDURES:

CLASSROOMS:

- Students will spend the majority of their day in their respective classroom
- Student desks will be spaced 6ft apart to increase the space between students
 - Visual aids (painter tape, stickers, etc.) will be used to illustrate location of desks and proper spacing
 - If enrollment increases classroom capacities such that space between desks must be reduced below 6 ft.,
- Windows will be opened to varying degrees according to time of year as a means of increasing ventilation in room
- Air purifiers are installed in each classroom
- Classroom teachers will be encouraged to conduct classes outdoors when possible
- Teachers/School Nurse will instruct on and encourage healthy habits:
 - Teach and reinforce handwashing routines, allow time for students to thoroughly wash their hands
 - Teach and reinforce coughing and sneezing etiquette
 - Teach proper mask wearing, how to put on and take off properly, and how to store mask when not in use.
 - Educate students on the importance of not touching their faces
- Hand sanitizer and tissues will be available for use by students and staff (hand sanitizer stations throughout the building and in all classrooms)
- Sharing of community supplies will be avoided
- Rugs, tables, and clutter in classroom will be removed so that all surfaces are clear
- Sharing of supplies will be avoided and items will be cleaned between use accordingly
- All students in grades 1 – 6 will have their own laptop for use in and out of school
- Students in kindergarten will have an iPad for use in school and at home
- Desk surfaces, door handles, smartboard screens and keyboards, etc. will be cleaned at a minimum of two times a day – midday and evening
- All required drills (bus, fire, lockdown, hold in place, etc.) will be conducted with social distancing of 6 feet or a barrier in place

SPACE CONSIDERATIONS:

Capacity of each classroom is based on desks being 6 ft. apart and facing in the same direction. If an increase of enrollment requires more than the capacity based on 6 ft distance, the distance will be decreased incrementally where needed. All students and all staff will wear face coverings at all times. Floors will be marked with tape to indicate the location of each desk and to assist students in staying within their designated area.

- To reduce the use of shared spaces, special area teachers (art, music, and library) will push in to the classrooms rather than students traveling to their rooms.

Fire Island UFSD
School Reopening Plan

*Band and music lessons will be offered to students in grades 4-6 in the gymnasium, with students spaced **12 feet apart**.

*Physical Education classes that involve aerobic activity will be structured so that students are spaced **12 feet** apart. Physical Education classes will take place outside whenever possible

- Special education will follow IEP specification (push-in/pull-out) but will wipe down desk surfaces between students and will maintain social distancing of 6ft. or otherwise use a barrier
- Office staff, school nurse, custodial staff, school psychologist/counselor/speech and language providers will all have shared spaces with 6 ft. distance or barriers between desks.
- Bi-directional marking will be indicated on all hallways

LUNCH/RECESS:

The Fire Island UFSD does not offer a hot lunch/food service program due to our small size, remote location, and lack of space for a cafeteria kitchen facility. All students will continue to bring their own food to school each day.

- Students will eat lunch in their classrooms
- Sharing of food will be strictly restricted
- Student desks will be disinfected before lunch
- Students will thoroughly wash their hands before and after lunch
- Recess will take place outside to the extent possible and when not possible in the gymnasium.
- Students will be monitored during recess for proper 6 ft. social distancing
- No more than one person at a time will be allowed in the faculty kitchen area
 - All shared surfaces in the kitchen (microwave handle, refrigerator door handle, and coffee pot) will be wiped down by staff after use. Food service gloves must be worn while using kitchen appliances (refrigerator, microwave, coffee pot, sink)

BATHROOM USE:

- A maximum of three people will be allowed at one time in bathrooms usable by more than one person.
- The middle of three sinks will be turned off to prevent usage and ensure social distancing
- Hand dryers will be turned off to prevent use
- Each of three bathrooms will be cleaned at a minimum of two times a day

Fire Island UFSD
School Reopening Plan

SCHOOL HEALTH OFFICE

The Director of Health Services will follow established protocols for caring for a student, faculty, or staff member who develops COVID-19 symptoms during the school day. These protocols include:

- Identification of a dedicated area (SCHOOL NURSE OFFICE) to separate students, faculty, or staff with symptoms of COVID-19 from others until they can go home or to a health care facility.
- Plans to ensure that symptomatic students who are waiting to be picked up will remain under the visual supervision of a staff member who is socially distanced
- PPE requirements for school health office staff caring for sick individuals will include both standard and transmission-based precautions. In areas with moderate to substantial community transmission, eye protection (i.e., goggles or face shield) should be added. When caring for a suspect or confirmed individual with COVID-19, a gown, and a fit-tested N-95 respirator will be used, if available (or surgical face mask and face shield, if not available) as well as eye protection.
- School nurse will also use a daily screening questionnaire for faculty and staff reporting to school; and periodically use a questionnaire for students, particularly younger students, who may require the assistance of their parent/legal guardian to answer.
- School nurse is prohibited from keeping records of student, faculty, staff, and visitor health data (e.g., the specific temperature data of an individual), but are permitted to maintain records that confirm individuals were screened and the result of such screening (e.g., pass/fail, cleared/not cleared).
- Screening will be conducted remotely before the individual reports to school, to the extent possible; or will be conducted on site at the school
 - Remote screening will be coordinated to identify individuals who should not go to school and should be referred to their health care provider for further evaluation and COVID-19 testing.
 - On site screening will be coordinated in a manner that prevents individuals from intermingling in close or proximate contact with each other prior to the completion of the screening.
- Screening for all students, staff, faculty and where practicable visitors, contractors, and vendors, must be completed using a questionnaire that determines whether the individual has:
 - Knowingly been in close contact or proximate contact in the past 14 days with anyone who has tested positive through a diagnostic test for COVID-19 or who has had symptoms of COVID-19;
 - Tested positive through a diagnostic test for COVID-19 in the past 14 days;
 - Has experienced any symptoms of COVID-19, including a temperature of 100 degrees or above in the past 14 days; and/or
 - Has traveled internationally or from a state with widespread community transmission of COVID-19 per the New York State Travel Advisory in the past 14 days.

ARRIVAL/DISMISSAL PROCEDURES:

Fire Island UFSD
School Reopening Plan

- Woodhull School Day: 8:00 A.M. – 2:35 P.M.
- Parents will be asked to take their child’s temperature prior to boarding the bus
 - Parents will be alert for signs of sickness in children and keep their child home when sick
 - Fever or chills
 - Cough
 - Shortness of breath
 - Fatigue
 - Muscle or body aches
 - Headache
 - Loss of smell or taste
 - Sore throat
 - Congestion/runny nose
 - Nausea, vomiting, diarrhea
- Daily health screening questionnaire will be conducted with all staff. Questions include the following:
 - Knowingly been in close contact or proximate contact in the past 14 days with anyone who has tested positive through a diagnostic test for COVID-19 or who has had symptoms of COVID-19;
 - Tested positive through a diagnostic test for COVID-19 in the past 14 days;
 - Has experienced any symptoms of COVID-19, including a temperature of 100 degrees or above, in the past 14 days; and/or
 - Has traveled internationally or from a state with widespread community transmission of COVID-19 per the New York State Travel Advisory in the past 14 days.
- Students and staff will have their temperature taken with a no-touch thermometer by the school nurse upon entering the building
- Anyone with a fever of 100 degrees or above will be immediately sent home.
 - Individuals who were shown to have a temperature of 100 or above will be immediately sent to the nurses office to be assessed and sent home
 - Parents of on-island students will be required to pick up their sick child
 - Students who reside off-island will be either bused back home or OBFD will be called for transit
- While specific records of faculty and staff data will not be kept, a record indicating the questionnaire was taken daily will be held on file by the school nurse
- Use of pen-and-paper sign in/out sheets will be discontinued
 - School secretary will be responsible for signing students, staff, and visitors in and out
 - Log will be kept for contact tracing purposes
- Students will enter the school through the gymnasium door and line up according to class. Lines will be marked for social distancing and by class
- Any parent dropping off student(s) will not enter the building

Fire Island UFSD
School Reopening Plan

- Automatic hand sanitizer stations will be installed at entry points of the building (main entrance, gymnasium doors, library doors, and multipurpose room door)
- Any parent, visitor, or vendor that must enter the building will be required to respond to the health screening questionnaire, have their temperature taken, and use the hand sanitizer prior to entering the building
- Students will leave school through the gymnasium door and will line up according to bus. Bus line will be marked for social distancing

SCHOOL VISITORS

- Nonessential visitors will be limited in school building
- Parent-teacher conferences and other meetings will be held as phone/virtual conferences
- Visitors must follow the 6 ft. or barrier social distancing mandate and wear a mask while on school grounds
- All visitors will be screened before allowing them on site as stated above
- The library will be closed to the community and any other facility use will be restricted during pandemic

EMERGENCY DRILLS:

Revision of school-wide practices of all required drills (fire, evacuation, shelter in place, lock down, bus drills, etc.) will include social distancing. Revisions will be shared with local police and emergency response services to ensure safety in all emergency situations. The Emergency Response Plan will also be revised to reflect changes.

DRINKING WATER:

There are no water fountains in the school. Use of water coolers in each classroom and shared spaces will continue under the following conditions:

- Staff will be instructed for proper handling procedures
- Classroom teachers will be responsible for filling water cups/bottles for students to reduce contamination
- Maintenance will wear gloves while changing water bottles and cleaning water dispensers

TRANSPORTATION:

The Fire Island UFSD maintains its own transportation fleet. All of our vehicles (11) vans and (2) Chevrolet Suburbans are 4 x 4 wheel vehicles.

Fire Island UFSD
School Reopening Plan

- As a result of our remote location and inability for staff and visitors to access the island, we transport all Woodhull students, all secondary students attending schools on Long Island, and staff
- Bus drivers MUST take their temperature before boarding a bus for their first run
- Daily health screening questionnaire of bus drivers will be conducted by, or submitted to, the school nurse. Questions will ask whether the driver:
 - Knowingly has been in close contact or proximate contact in the past 14 days with anyone who has tested positive through a diagnostic test for COVID-19 or who has had symptoms of COVID-19;
 - Has tested positive through a diagnostic test for COVID-19 in the past 14 days;
 - Has experienced any symptoms of COVID-19, including a temperature of greater than 100 degrees, in the past 14 days; and/or
 - Has traveled internationally or from a state with widespread community transmission of COVID-19 per the New York State Travel Advisory in the past 14 days.
- Bus drivers will have their temperature taken once a day at Woodhull School
- All staff and students must wear masks while on the bus
- Anyone without a mask will be provided one by the bus driver. All staff and students will be strongly encouraged to come prepared with their own mask for transport. Spare masks are intended for back-up purposes only.
- Students and staff will sit one person per seat – with the exception of siblings.
- Students will have assigned seats - loading from the back of the bus forwards based on pick up location and disembarking from the front of the bus
- School bus drivers will be provided with and wear a mask and gloves while operating the vehicle
- Windows on the bus must remain partially open for air flow and ventilation
- High touch surfaces will be wiped down by the drivers with alcohol in between runs.
- Bus will be disinfected by fogging machine once a day
- Bus drivers are prohibited from bringing their own personal hand sanitizer

ATTENDANCE AND CHRONIC ABSENTEEISM:

Attendance of any school age student of compulsory age, who resides in the district or is placed by a parent/guardian in another public school district, a charter school, or is placed by a district administrator or the CSE in educational programs outside of the district (such as another school district, BOCES, approved private in-state or out-of-state school, and State supported school) must be reported in SIRS.

Attendance must be reported by any reporting entity that is required to take attendance;

Resident students of compulsory age who were not in attendance in a public school, including charter schools, non-public, or approved home schooling programs in the current school year must be reported until they exceed compulsory age, they no longer reside in the district, or the district has documentation that the student has enrolled in another educational program leading to a diploma;

Fire Island UFSD
School Reopening Plan

Woodhull School will continue to monitor student attendance/engagement on a daily basis;

Students who develop a pattern of absenteeism will be contacted by the following to provide support:

School nurse – classroom teacher – school counselor/psychologist – principal

TEACHING AND LEARNING:

GRADING/ASSESSMENT: ALL STUDENTS ATTENDING SCHOOL IN PERSON

- Grading/Assessment during the 2020/2021 School Year will continue as designed and executed as in the past, utilizing a standards-based report card on a trimester basis with interim reports mid-trimester
- Classroom assessments will consist of multiple measures

GRADING/ASSESSMENT: HYBRID OR REMOTE LEARNING

- Grading/Assessment during the 2020/2021 School Year will continue to be standards-based. Per NYSED recommendations, the skills and standards that are covered through Distance Learning should be foundational skills/essential standards per grade level. Other skills/standards which may not be covered can receive a grade of “N/A” (not applicable).

PRE-KINDERGARTEN:

The Fire Island UFSD adopted a resolution on August 4, 2020 to discontinue the Pre-Kindergarten program for the 2020-2021 school year until such time that this health crisis is over.

CONTINUITY OF LEARNING:

In-Person Instruction: 5 days a week, all students and staff

Hybrid Model: 2-3 days a week in-person at 50% capacity (A/B Days)

Full Digital Learning: All students and staff work from home

Communication of Expectations:

- Parents will be mailed a copy of the Fire Island Reopening Plan and a COVID-19 health information packet to include information on the disease, proper hygiene, mask protocols, etc.
- Parent notification will continue via mail, Google Classroom and the Remind app
- Blackboard Connect emergency call system will be used for time-sensitive messages
- Updates will be provided as needed via backpack
- Bi-weekly Principal / Parent Zoom meetings will be offered during remote learning as needed

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Tracking of Interactions/Engagement in Hybrid or Digital Learning:

- Daily tracking and reporting of attendance will take place via SMS (eSchool)
- Written notification and SST meetings for students not engaged can be submitted to the appropriate personnel via Google drive

Digital Learning Time Expectations:

- Approximately 2.5 hours of synchronous learning for grades 1-6
- Approximately 1.5 hours of synchronous learning for K

Teacher-Student Interactions During Hybrid or Digital Learning:

- Virtual office hours available for support
- Scheduled teacher/student check-ins
- Asynchronous communication, feedback, and support via Google Classroom, Kidblog, email, phone

Methods of Instruction during Hybrid or Digital Learning:

- Hard copy (paper) materials provided to students (workbooks, textbooks, novels)
- Instructional materials provided via technology such as Google Classroom
- Individual or small group synchronous instruction facilitated using technology such as zoom
- Large group synchronous instruction facilitated using technology such as zoom
- Recorded instruction disseminated through Google Classroom
- Online learning resources such as Raz-kids, Kidblog, Nearpod, Flipgrid, Buncee, Brainpop, Tumblebook

Learning Materials and Content:

- Paper text books
- Digital content
- Online learning resources

Instructional Devices:

- Laptops (grades 1-6)
- Tablets (K)
- All teachers issued a district device

HEALTH AND SAFETY: PERSONAL PROTECTIVE EQUIPMENT (PPE):

FACE MASKS:

- All students and staff will be required to wear a face mask when indoors except when eating and during mask breaks.

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- Teachers must provide brief mask breaks every hour
- Students who are unable to medically tolerate a face covering, including students where such covering would impair their physical health or mental health are not subject to the required use of a face covering. Medical documentation will be required to support need.
- Training will be provided to all students and staff on how to put on, take off, clean, and discard face coverings
- Staff will be provided with face mask (and students if they forget one)
- Effective June 9, masks will not be required outdoors – including during outdoor sports

RECOMMENDED FACE MASKS:

- The face masks recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for health care workers and those with medical conditions requiring them.
- Fire Island UFSD is requiring face masks meet the following specifications:
 - Fit snugly around nose and under chin
 - Secure with ties or ear loops
 - Allow for breathing without restriction
 - Masks should be laundered (each day)

HAND HYGIENE:

Woodhull School will teach, monitor and provide adequate signage on the following:

- Information on handwashing technique will be sent home prior to start of school
- Proper handwashing technique will be taught within first week of school to all staff and students.
- Use of alcohol-based hand sanitizers (60% alcohol) when soap and water are not available
- Hand sanitizer will be available at building entrances, in each classroom and office space, and throughout the building
- Always provide hand hygiene after sneezing, coughing, and handling dirty tissues or other soiled material after eating

RESPIRATORY HYGIENE:

- Educate all staff and students on proper respiratory techniques – such as sneeze into elbow, proper disposal of tissues, etc.
- A supply of tissues and no-touch trash cans will be available in each room
- Each child will have their own supply of tissues at their desk
- Always provide hand hygiene after sneezing, coughing, and handling dirty tissues or other soiled material after eating

HEALTH AND SAFETY: CLEANING/DISINFECTING PROTOCOLS

Fire Island instituted an increased cleaning and disinfecting protocol last spring during the COVID-19 outbreak.

General:

- Wipe down with alcohol all door handles to classrooms/bathrooms and classroom desks – daily
- Daily cleaning of health office per protocol
- All frequently used communal surfaces (printer buttons, refrigerator handles, microwave) cleaned with alcohol
- Inform custodial substitutes of cleaning protocols
- List of professional cleaning companies that can disinfect building if needed – Island Trauma Services, Inc. 888-577-7206
- Air purifiers in all classrooms and offices
- Windows open for increased ventilation

Buses:

- Bus drivers to be trained in health practices related to COVID
- Disinfect handrail, seat belts, and seats after each run
- Driver and students wear face coverings
- Driver to wear gloves
- Use of fogger daily to disinfect

Bathrooms:

- Clean (3) bathrooms twice daily
- Wipe down all stall fixtures/walls twice daily

Classrooms:

- Wipe down smartboard twice daily (lunch/evening)
- Wipe down all classroom desks/chairs twice daily
- Provide teachers with cleaning wipes to maintain desk and computer

Gymnasium:

- Continue proper cleaning protocol
- Floor washing daily

Kitchen:

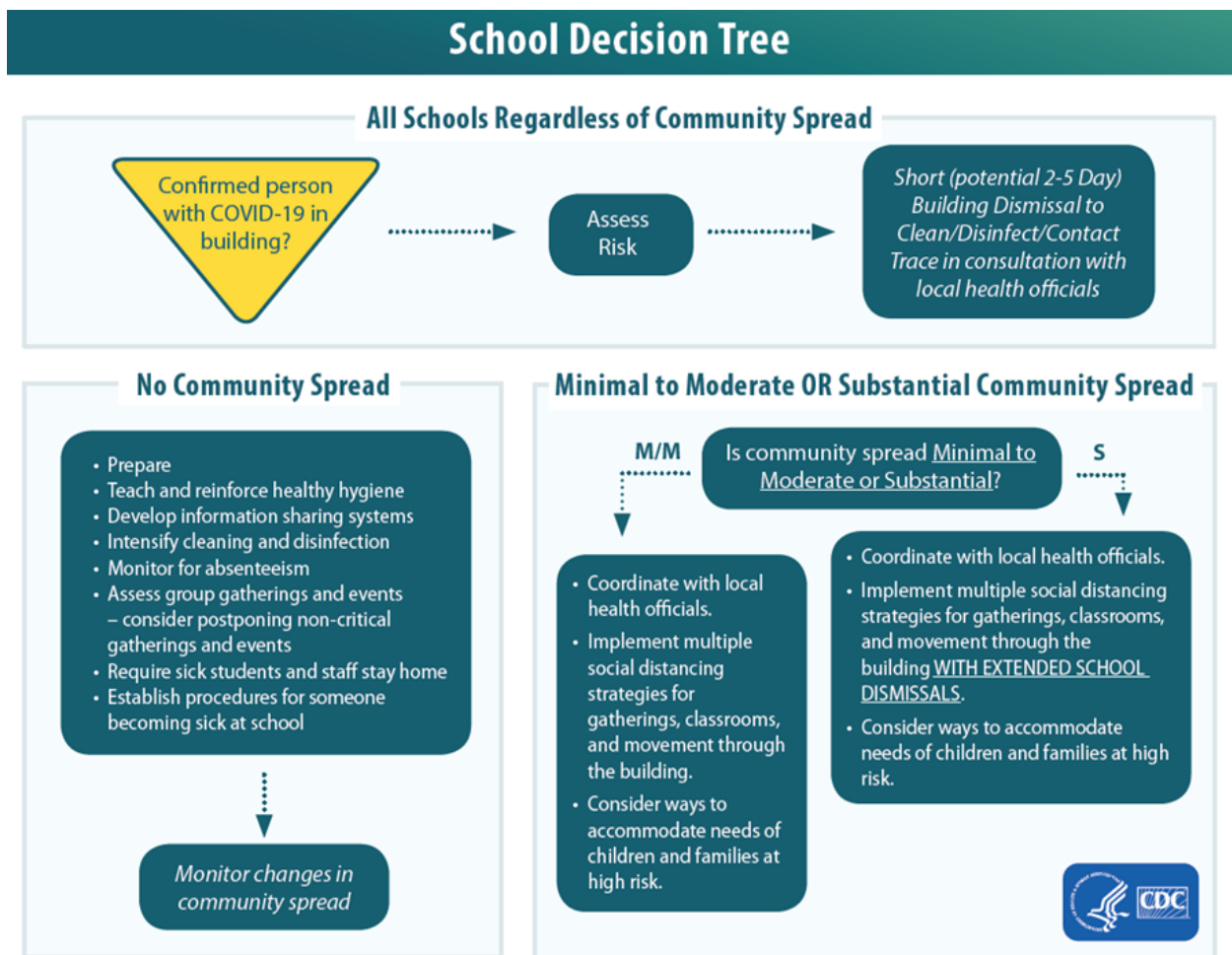
- Employees must wear gloves when using microwave, coffee pots, and refrigerator
- No communal silverware provided/dishware
- Maintain the daily cleaning schedule
- Only one person at a time in the kitchen

School Health Office

- Complete daily office cleaning as per protocol
- Provide PPE to all health service staff
- Increase use of protective drapes for all health service encounters.
- Continue educating staff on COVID

HEALTH AND SAFETY – SCHOOL CLOSURE DECISION TREE

Fire Island UFSD is prepared for a potential outbreak in our community and for the individual exposure events to occur in our building. The following decision tree will be used to determine which mitigation strategies may be most appropriate for a given situation.



CONTAINMENT OF THOSE SUSPECTED OF HAVING COVID-19

Students and staff with symptoms of illness will be seen by the school nurse and isolated in the nurses office as needed based on medical assessment.

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- In order to prevent students from traveling through the building, the school nurse will escort the student to the health office.
- School nurse will don PPE prior to picking up student
- Students suspected of having COVID-19 awaiting transport home will remain isolated in the nurses office
- Temperature will be taken
- School nurse will assess best means for transport home – parent, EMS, or school bus
- Health Office will be cleaned and disinfected

Fire Island UFSD will follow CDC guidance for allowing a student or staff member to return to school after exhibiting symptoms of COVID-19.

- Medical clearance will be required for return to school

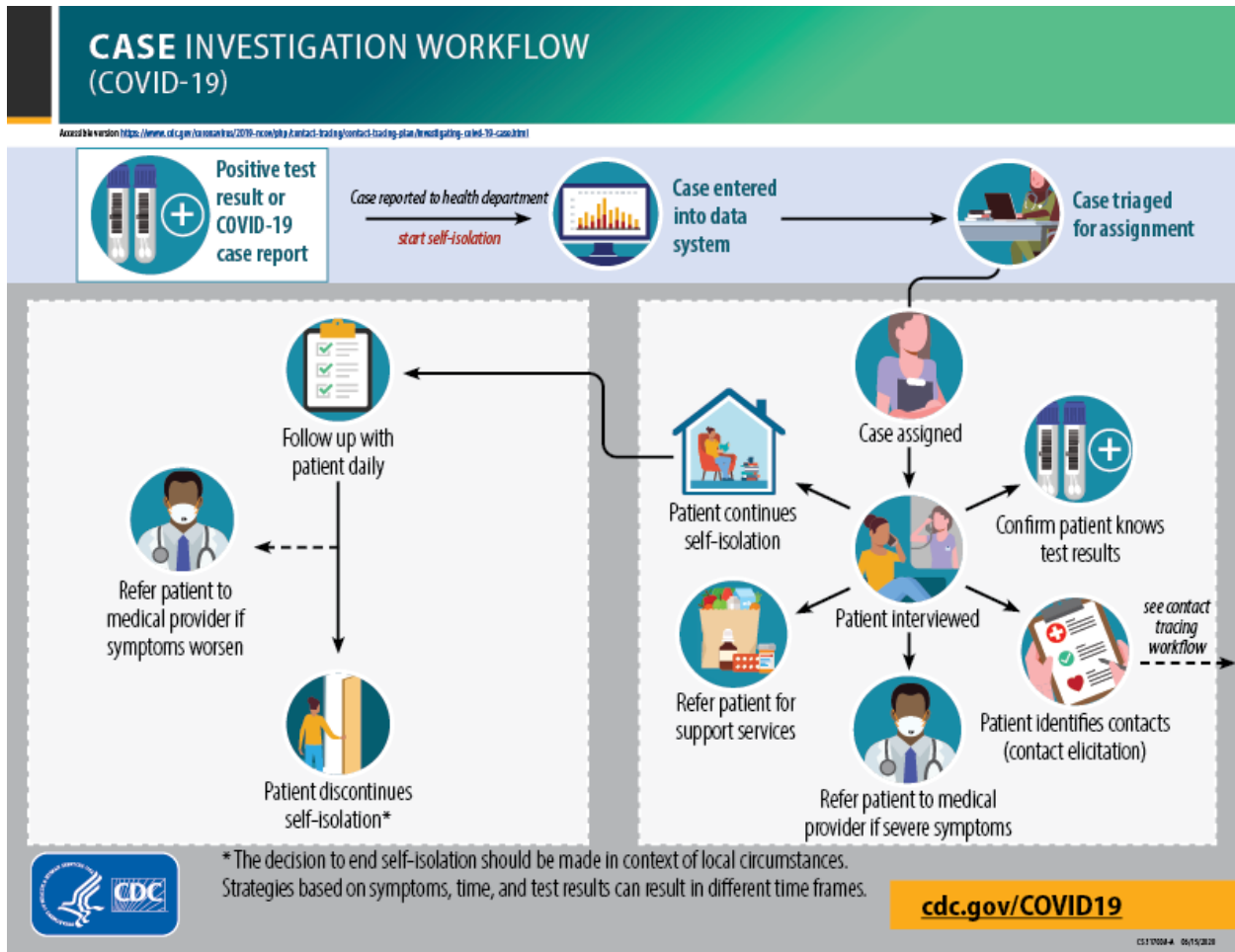
Fire Island will follow CDC guidance if a person is diagnosed with COVID-19 by a healthcare provider based on a test or their symptoms, or does not get a COVID-19 test or has had symptoms they should not be in school and should stay home until:

- It has been 14 days since individual first had symptoms

CONTACT TRACING:

In the event of a positive COVID-19 case in our school we will work with our local health officials to provide the necessary information they require to identify, communicate and stop the spread communicate and stop the spread of the disease. Contact logs, bus sheets, duty schedule, and master schedule will be used to identify primary contact within the building. The Director of Health Services and the Superintendent or their designee will do this contact tracing.

- Case investigation is part of the process of supporting patients with suspected or confirmed infection
- Contact tracing begins by warning exposed individuals (contacts) of their potential exposure as rapidly and sensitively as possible
- To protect patient privacy contacts are only informed that they may have been exposed to someone with the infection. They are not told the identity of the person
- Contacts are provided with education, information, and support to understand their risk, what they should do to separate themselves for illness, and the possibility that they could spread the infection to others even if they do not feel ill.
- Contacts are encouraged to stay home and maintain social distance from others for 14 days after their last exposure in case they also become ill. They should monitor themselves by checking their temperature twice daily and watching for cough or shortness of breath.



SOCIAL AND EMOTIONAL HEALTH

The Woodhull School uses the *Thriving Learning Communities* curriculum to address social and emotional learning and will continue to use it regardless of what whether in school, hybrid, or remote model is in place.

- The *Thriving Learning Communities* curriculum will continue to be taught during Morning Meeting
- Mindfulness activities will be done on a daily basis
- Teachers will check-in with students on a daily basis about how they are feeling emotionally

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- School psychologist and guidance counselor will be available for regular check-in and counseling as needed due to the stress students experience during the pandemic
- Employee Assistance Program (EAP) is available to all staff members. Monthly EAP newsletters will continue to be sent out to staff
- The Student Support Team (SST) is available to address any social and emotional concerns for students
- A Multi-tiered System of Supports (MTSS) will continue to be utilized to support all students:
 - All students developmental guidance lessons
 - Some students (at risk)- group counseling, additional classroom lessons as needed, occasional parent consultation on issues/concerns
 - Few students (high risk)- individualized plan for support (1:1 counseling, behavioral support, IEP, 504 with support),
 - regular parent consultation on issues/concerns, refer for outside supports where appropriate

SPECIAL EDUCATION

Woodhull School will continue to provide a Free and Appropriate Education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those providing special education and services. We will continue our practice of engaging with the following:

Meaningful parental engagement regarding the provision of services to their child

Collaboration between the Committee on Preschool Special Education/Committee on Special Education (CPSE/CSE) and program providers representing the variety of settings where students are served

Access to the necessary instructional and technological supports to meet the unique needs of the student

- Push in /pull out support with the Special Education Teacher will take place during hybrid and remote learning via Zoom
- Technology or Assistive Technology sent home during hybrid or digital learning
- Frequent consultation and collaboration between Special Education and General Education teachers

A program review will be set up for each student with a documented IEP or 504 Plan in order to address the individual needs of each and every student. Students' progress will be monitored through their stated goals, parent and staff feedback to determine if additional supports are needed.

Accommodations and Modifications: Continued focus on instructional practices to plan for the necessary accommodations and modifications for students with disabilities. Both

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accommodations and modifications will ensure equity and access to the general education curriculum in consideration of a student's unique disability.

Procedural safeguards and notice requirements will be continued to ensure communication and partnership with families.

ENGLISH LANGUAGE LEARNERS:

All communication will be provided to parents in their preferred language

All units of study will be provided to all English Language Learners (ELLs) based on their most recent measure of English Language Proficiency, including former ELLs

Identification Timeline:

- Screening identification and placement must take place within the first 10 days of enrollment
- Written request from a parent/guardian or teacher to review ELL placement, if desired, must be submitted within 45 days of the students' initial placement
- The district must review the identification /placement within 10 days of written requests
- The district has 10 days to complete a review, once started. If CSE is involved, 20 days will be permitted for review
- In the event that a student is enrolled while remote learning is taking place, the district will screen the student to the best extent possible.

Continued professional learning opportunities for all teachers will cover topics that support equity and best practices for ELLs and help address any learning gaps caused by COVID-19

STAFFING AND HUMAN RESOURCES

Among school-based factors, teaching and leadership are the two greatest influences on student learning. Fire Island UFSD has a history of being a high achieving school district and is proud of its highly effective educators.

- Pursuant to Education Law 3001, individuals employed to teach in New York State public schools must continue to hold a valid certificate
 - In response to COVID-19 crisis, a superintendent of schools may assign a certified teacher to teach a subject not covered by their certificate (incidental teaching) for a period not to exceed ten classroom hour a week during the 2020-2021 School Year, when no certified teacher is available after extensive documented recruitment.
- Pursuant to Education Law 3012-d, the Fire Island UFSD will fully implement its currently approved Annual Professional Performance Review (APPR) plan each school year

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- APPR plan/process will be reviewed to ensure that the teachers are not penalized as a result of the challenges to learning presented by the COVID-19 crisis, however students are still taught as effectively as practical to expect in a remote environment
- Student Learning Objectives (SLO) process will be reviewed in light of our plan for teaching and learning. Review to include ways to potentially streamline the process, observation frequency, assessments chosen and student growth targets.
- During the 2020-2021 school year, the Fire Island UFSD will look to employ a permanent substitute teacher to be on staff and to support with the additional requirements this crisis presents us with.
- During the 2020-2021 school year, substitute teachers who do not hold a valid teaching certificate and are not working towards certification, but hold a high school diploma or its equivalent, may be employed by the school district beyond the 40 day limit, up to an additional 50 days (90 days total in one school year), if the district superintendent has conducted a good faith recruitment search for a properly certified candidate and there are no available certified teachers that can perform the duties of such position. In rare circumstances, a district may hire a substitute beyond the 90 days, if the superintendent attests that a good faith recruitment search has been conducted and that there are still no available certified teachers who can perform the duties of such position and that a particular substitute teacher is needed to work with a specific class or group of students until the end of the year.

EXTRACURRICULAR ACTIVITIES

To reduce potential risk, Fire Island UFSD will not be offering extracurricular activities during the 2020-2021 school year.

BEFORE- AND AFTERCARE PROGRAMS

The district does not provide before or aftercare programs.

SCHOOL SIGNAGE

Signs will be posted throughout the school and should regularly share similar messages with the school community, consistent with DOH COVID-19 signage regarding public health protections against COVID-19. Signage should be used to remind 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 with any stricter policy implemented by the school.
- Properly store and, when necessary, discard PPE.
- Adhere to social distancing instructions.
- Report symptoms of, or exposure to, COVID-19, and how they should do so.
- Follow hand hygiene, and cleaning and disinfection guidelines.

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- Follow respiratory hygiene and cough etiquette.

FIRE ISLAND UFSD COVID-19 SAFETY OFFICERS

Loretta M. Ferraro, Superintendent

Janet LaViolette, Director of Health Services

REOPENING COMMUNICATION AND APPROVAL PLAN

July 13 New York State releases reopening guidance to schools

July 20 – 27 Fire Island UFSD Plan is reviewed and finalized by the Reopening Safety Committee, the Board of Education, and Staff

July 31 Plan is posted to website and submitted to New York State for Approval

REOPEN/SAFETY COMMITTEE PLANNING TEAM

Loretta M. Ferraro – Superintendent/Principal

Janet LaViolette – Director of Health Services

Kevin Wurtz – School Business Official

Philip Tamberino – Director of Curriculum and Special Projects

Donna Clock – District Clerk/Superintendent’s Confidential Secretary

Colleen Ferry – Teacher

Bruce Kurka – Head of Maintenance

Jennifer Cole - Parent

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