

**SOUTH LEWIS CENTRAL SCHOOL  
PROJECT SAVE  
(Safe Schools Against Violence in Education)  
DISTRICT-WIDE SCHOOL SAFETY PLAN  
Commissioner's Regulation 155.17**

Revised October 1, 2020  
Revised August 1, 2021

**INTRODUCTION**

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a district-wide school safety plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies. The district-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts stand at risk from a wide variety of acts of violence, natural, and man-made disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in each school district and its schools.

The South Lewis Central School District ("District") supports the SAVE Legislation and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going, district-wide cooperation and support of Project SAVE.

**SECTION I: GENERAL CONSIDERATIONS AND PLANNING PREVENTION  
GUIDELINES**

**A. Purpose**

The South Lewis Central School District-Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the District Board of Education, the Superintendent appointed a District-Wide School Safety Team and charged it with the development and maintenance of the District-Wide School Safety Plan.

**B. Identification of School Teams**

The District has created a District-Wide School Safety Team including the following persons:

<b>Position</b>	<b>Name</b>
Board Of Education Representative	Board of Education President
Administration Representative	Present Administrators
Teacher Representative	Teachers' Association President or Co-Presidents
Parent Organization Representative	Parent Teacher Organization President
Student Representative	No Student Representative Appointed
Other School Personnel	Supervisor of Buildings and Grounds School Nurse. School Resource Officer

### **C. Concept of Operations**

- The District-Wide School Safety Plan shall be directly linked to the individual Building-Level Emergency Response Plan for each school building. This District-Wide School Safety Plan will guide the development and implementation of the individual Building-Level Emergency Response plan.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by that School's Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- County and State resources through existing protocols may supplement emergency response actions including Crisis Response.

### **D. Plan Review and Public Comment**

- This plan shall be reviewed and maintained by the District-Wide School Safety Team and reviewed on an annual basis on or before July 1 of each year.
- Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan will be made available for public comment 30 days prior to its adoption. The School Board may adopt the district-wide and building-level plans only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Board of Education.
- While linked to the District-Wide School Safety Plan, Building level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.
- Full copies of the District-Wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building-Level Emergency Response Plans will be supplied to both local and State Police within 30 days of adoption.

## SECTION II: GENERAL EMERGENCY RESPONSE PLANNING & RISK REDUCTION

### A. Identification of sites of potential emergency

The District has established procedures for the identification of potential sites and the internal and/or external hazards that may be present in them. These procedures are developed in coordination with the local Emergency Management Office, Fire Department and law enforcement agencies, and the use of a Risk Probability Checklist. Appendix 2 of this Plan shows the results of this procedure.

### B. Actions in response to an emergency

The District has identified the following general response actions to emergency situations. These actions include school cancellation, early dismissal, evacuation, and sheltering. The Building-Level Emergency Response Plans include identification of specific procedures for each action depending upon the emergency. See Appendix 9 for general response protocols and Appendix 10 for Protective Action Options.

The incident Commander will call the Sheriff @ 376-3511 (or 911 after activated) as needed.

Emergencies include but are not limited to:

Threats of Violence	Intruder
Hostage/Kidnapping	Explosive/Bomb Threat
Natural/Weather Related	Hazardous Material
Civil Disturbance	Biological
School Bus Accident	Radiological
Gas Leak	Epidemic
Others as determined by the Building-Level School Safety Team	

### C. District resources and personnel available for use during an emergency

The District has committed the full inventory of its resources to be available for use during an emergency. The Incident Command Team will utilize these resources in line with the Building-Level Emergency Response Plans as deemed appropriate.

During an emergency, the District has the following resources available:

Equipment	Location
Defibrillator(s)	Instructional Buildings / Athletic fields
Smoke detectors	Fire department – via 911
Emergency lighting	Each building
Portable fire extinguishers	Each building and each bus
Spill cleanup/absorbent materials	Science labs/Custodial department
First aid supplies	Each building – nurses office

Specific personnel and resources are identified in the Building-Level Emergency Response Plans.

#### **D. Procedures to coordinate the use of school district resources during emergencies**

The District uses the Incident Command System model for emergency actions. For district-wide emergencies the Incident Commander will be the Superintendent of Schools or his/her designee. In building-level emergencies, the administrator in charge or his/her designee will act as the Incident Commander until the Superintendent or his/her designee arrives. The Incident Commander is authorized to activate such resources and personnel as are appropriate to the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the Building Level Emergency Response Plan. Building-Level Incident Command staff are identified in the Building-Level Emergency Response Plans.

The District has committed the full inventory of its resources to be available for use during an emergency. The Incident Commander will utilize these resources in accordance with the Incident Command System as deemed appropriate.

See Incident Command System Position and Description chart. (Appendix 12)

Specific procedures, policies, persons, phone numbers, and training are located in the Building Level plans. The Incident Commander will contact 9-1-1 or 315-376-3511 for advice and assistance when needed.

#### **E. Annual multi-hazard school training for staff and students**

The District will conduct annual training for both staff and students in school safety issues. The District Director of Curriculum and Instruction and Jefferson-Lewis BOCES Health, Safety and Facilities Coordinator will coordinate training. Training may consist of classroom activities, general assemblies, tabletop exercises, full-scale drills of other appropriate actions to increase the awareness and preparedness of staff and students.

See Appendix 3

Drills and other exercises will be coordinated with local, county and state emergency responders and preparedness officials. Existing plans will be revised in response to post-incident critiques of these drills.

#### **F. Staff development**

- All candidates applying for teacher certification will have completed two hours of training in the identification and reporting of suspected child abuse and maltreatment.
- All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence and intervention prior to that application.

- All candidates applying for teacher certification as of December 31, 2013 will have completed 6 hours of DASA training in accordance with Article 2, Section 10-18 of the Education Law.
- Staff development with respect to school violence prevention, intervention, and response will be included in professional development plans.
- School violence prevention and intervention training for all staff will be included annually in a superintendent's conference day or other appropriate time.

School Administration will be responsible for implementing instructional staff development programs.

### **SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE**

#### **A. Policies and procedures for responding to implied, or direct threats of violence or acts of violence by students, teachers, other school personnel and visitors to the school**

The District has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence and are included herein as Appendix 4 of this document (see also district Code of Conduct.)

The district provides information to students, parents, and staff through the use of newsletters, mailings, handouts, and pamphlets.

The Incident Commander will, based on the situation, determine the appropriate steps to be taken. These may include, but are not limited to, lock-down, search, evacuation, or contacting 9-1-1 or 315-376-3511.

Specific steps are outlined in the Building Level Plans. The Incident Commander will monitor the incident; adjust their response as appropriate during the incident, and work to protect students and staff.

Specific policies are listed in Appendix 4, the Code of Conduct, and Student Handbook. Response protocols are outlined in Appendix 9.

#### **B. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident**

Law enforcement officials will be contacted by the Incident Commander in line with the Building Level Emergency Response Plan and will be requested based upon the "closest response agency" concept to ensure that the response to the incident is as rapid as possible. Appendix 8 includes a table listing the closest response agencies with contact names and numbers for use in non-emergency situations.

Policies – Appendix 4.

The specific procedures are outlined in the Building Level plans.

The district has considered zero tolerance policies and has determined it will adopt them. Punishment will be judged on a case-by-case basis, Code of Conduct, and other district policies.

### **C. Appropriate responses to emergencies**

The District recognizes that the appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The Building Level Emergency Response Plans detail the appropriate response to such emergencies.

The district has developed specific procedures for responding to bomb threats, hostage taking, intrusions, and kidnappings.

Lockdowns, evacuations, and contacting local law enforcement through the Incident Command Structure will be used. Specific steps are found in the Building Level plans.

### **D. Policies and procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal**

The District will contact appropriate parents, guardians or persons in parental relation to the students via media release, telephone contact or other appropriate means in the event of a violent incident or early dismissal. Conditions requiring such notification are outlined in the Building Level Emergency Response Plans.

The district has plans and procedures to contact parents and guardians through the use of telephones, radio stations, intercom, fax, emergency alert systems, E-mail, television, and written communications. Specific procedures are outlined in the Building Level Plan to handle early dismissals, evacuation, and sheltering. Contact phone numbers are listed in the phone directory found in the Building Specific Plans (in the school office). See Appendix 11 for general procedure.

## **SECTION IV: COMMUNICATION WITH OTHERS & RECOVERY**

### **A. Obtaining assistance during emergencies from emergency service organizations and local government agencies**

During emergencies, local government agency support, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agency services.

The district will use the Incident Command System and follow the related protocols. The district has developed relationships with local police, fire, and emergency management personnel.

For Incident Command System (ICS) – see Appendix 12.

The Incident Commander will contact 9-1-1 or 315-376-3511 to obtain any assistance or advice.

**B. Procedures for obtaining advice and assistance from local government officials including the county officials responsible for implementation of Article 2-B of the Executive Law**

During emergencies, school officials should communicate with the County Emergency Management Coordinator to obtain advice and assistance.

The Incident Commander, based on the actual Article 2-B situation, will contact the emergency management office for guidance by calling 9-1-1 or 315-376-3511.

**C. A system for informing all educational agencies within a school district of a disaster**

The District will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification and delegate its delivery. See Appendix 1 for a listing of Local Educational Agencies.

**D. In the case of a school district, maintaining certain information about each educational agency located in the school district, including information on:**

Each Building Level Emergency Response Plan will include the following information:

- School population
- Number of staff
- Transportation needs
- Business and home telephone numbers of key officials of each such educational agency

The Building Level School Safety Teams will insure that this information is current and accurate.

**SECTION V: PREVENTION AND INTERVENTION STRATEGIES**

**A. Policies and procedures related to school building security, including, where applicable, the use of school safety officers and or/security devices or procedures.**

The South Lewis Central School District utilizes visitor identification passes, sign-in procedures, single point of access, security cameras, reference checks and fingerprinting according to SAVE requirements for all staff.

Information on staff and student numbers and phone numbers are located in the Building Level Plan.

## **B. Policies and procedures for the dissemination of informative materials**

The District recognizes that the most current data caution against profiling students who have the potential for violence. However, it also acknowledges the need to identify youth at risk and to provide the necessary support services to all students, beginning at an early age. The District therefore will maintain resources on the early detection of potentially violent behaviors, maintain a team of qualified staff to evaluate threats and other potentially violent behaviors. The District may disseminate violence prevention information to parents, students and staff via newsletter, mailings, handouts or meetings as appropriate.

The South Lewis Central School District is committed to the use of interpersonal violence prevention education for all students, when available. Annual Violence Prevention training is conducted for instructional and support staff.

## **C. Prevention and intervention strategies**

The District continues to develop and investigate various strategies regarding violence prevention and intervention. These strategies include, but are not limited to:

- Collaborative agreements with state and local law enforcement officials designed to ensure that school safety officers and other security personnel are adequately trained including being trained to de-escalate potentially violent situations
- Non-violent conflict resolution training programs
- Peer mediation programs and youth courts
- Extended day and other school safety programs
- Counseling
- Character Education

## **D. Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents**

The District recognizes that communication is a vital key in the prevention and intervention of violence in schools. To that end, the District is participating in programs in the following areas:

- Youth-run programs
- Peer mediation
- Conflict resolution
- Mentor for students concerned with bullying or violence
- Reporting mechanisms for school violence
- Others based on district need

## **E. Description of duties and required training of Student Mediator and other school safety personnel**

The District currently employs a Student Mediator. Job descriptions and training requirements are located in the personnel office. (See Appendix 7)



## **SECTION VI: PUBLIC HEALTH EMERGENCY CONTINUATION OF OPERATIONS PLAN**

This Public Health Emergency Continuation of Operations Plan has been developed in accordance with NYS Legislation S.8617-B/A.10832 amending subdivision 2 of Section 2801-a of New York Education Law. It amends the South Lewis Central School District-Wide School Safety Plan dated October 1, 2020 to include protocols for responding to a declared public health emergency involving a communicable disease.

Our District-Wide School Safety Plan is based on addressing the currently accepted phases of emergency management (Prevention/Mitigation; Protection; Response; Recovery). This concept is more simplistically defined as a way of looking at a potential emergency before, during and after the event. This Pandemic Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-Level Emergency Response Plans. It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. The Plan will be tested (exercised) routinely as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-Level Emergency Response Team. Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan addresses the required components in the sections as noted below:

### **Prevention/Mitigation**

- (1) A list and description of positions and titles considered essential with justification for that determination.
- (2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- (3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

### **Protection/Preparedness**

- (4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

### **Response**

- (5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.

- (6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- (7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

### **Prevention/Mitigation:**

- We will work closely with the Lewis County Public Health to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting communicable disease, including Coronavirus, Influenza, etc., and communicating with the Health Department:
  - Report suspected and confirmed cases of influenza on the monthly school's *Communicable Disease Report*, (DMS-485.7/93; HE-112.4/81) and submit to: Lewis County Public Health, 7785 N. State Street, Suite 2, Lowville, NY 13367.
  - Public Health Consultation and Immediate Reporting: 315-376-5453
  - *Coronavirus Hotline: 888-364-3065*
- Lewis County Public Health may monitor County-wide cases of communicable disease and inform school districts as to appropriate actions.
- The Superintendent of Schools, Douglas Premo, will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district Medical Director and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district technology director will also be an important Team member. The Business Administrator, Building and Grounds Supervisor, Food Service Manager, Transportation Supervisor, Public Information Officer and Curriculum Coordinator will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan. The *CDC School District Pandemic Influenza Planning Checklist* was reviewed for this determination and has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The school district will emphasize hand-washing and cough/sneezing etiquette through educational campaigns including the CDC Germ Stopper Materials; Cover Your Cough Materials; It's a SNAP Toolkit; and the NSF Scrub Clean; which can all be accessed at <http://www.cdc.gov/flu/school/>.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

This Public Health Emergency Continuation of Operations Plan has been developed with input from the South Lewis Teachers' Association and South Lewis School Related Personnel as required by New York State Labor Law Section 27-C.

The Plan addresses the required components in the sections as noted below:

- A list and description of positions and titles considered essential with justification for that determination.

- The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.
- Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual’s work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

**(1) ESSENTIAL SCHOOL POSITIONS AND TITLES**

In the event of a declared public health emergency involving a communicable disease, the District must ensure that essential functions are continued without disruption.

The District has developed a list and description of positions and titles considered essential in the event of a state ordered reduction of in-person workforce, as well as a justification for such consideration for those positions that would be required to be on-site or in district to continue to function as opposed to those positions that could realistically work remotely. The following information is addressed in the table below:

1. **Title** – a list of positions/titles considered essential (could not work remotely) in the event of a state-ordered reduction of in-person workforce.
2. **Description** – brief description of job function.
3. **Justification** - brief description of critical responsibilities that could not be provided remotely.
4. **Work Shift** – brief description of how the work shifts of those essential employees or contractors (if utilized) will be staggered in order to reduce overcrowding at the worksite.
5. **Protocol** – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

<b>Human Resources Essential Positions</b>		
<b>(Example Table)</b>		
<b>Title</b>	<b>Description</b>	<b>Justification</b>

A worksheet has been completed for each department and is attached as **Appendix A**, Essential Employee Worksheets.

### **(2) Protocols Allowing Non-Essential Employees to Telecommute**

Through assigning certain staff to work remotely and by staggering work shifts, the District can decrease crowding and density on site or in district. Non-essential employees able to accomplish their functions remotely will be enabled to do so to the greatest extent possible. Working remotely requires:

- Identification of staff who will work remotely,
- Assignment of remote work, and
- Identifying the resources necessary in order for the staff to work remotely.

### **Ensure Digital Equity for Employees**

- **Mobile Devices:**
  - District employees who require devices in order to maintain operational functions as well as instructional services will be provided with a computing device to be utilized for remote work.
  - Conduct a cost analysis of technology device needs
- **Internet Access Assessments:**
  - Staff have been surveyed in order to determine reliable internet access in their place of residence. Those who do not have reliable internet that will enable remote work will be assessed on a case by case basis to determine if they will require District provided internet access.
  - Conduct a cost analysis of Internet access needs
- **Providing Mobile Devices and Internet Access:**
  - To the extent practicable, decide upon, develop procurement processes for, order, configure, and distribute, if and when available, appropriate mobile devices to those determined to be in need.
  - To the extent practicable and technically possible, decide upon, develop procurement processes for, and when available, provide appropriate Internet bandwidth to those determined to be in need. WIFI hotspots and residential commercial Internet options will be evaluated for anticipated effectiveness in particular situations.

To the extent practicable, essential staff may be assigned to remote work for part of their work week to reduce exposures.

### **(3) Staggering Work Shifts of Essential Employees – Reducing Overcrowding**

Depending on the exact nature of the communicable disease and its impact, South Lewis Central School is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

- Limiting building occupancy to 25%, 50% or 75% of capacity or the maximum allowable by State or Local guidance.
- Forming employee work shift cohorts to limit potential contacts.
- Limit employee travel within the building.
- Limit restroom usage to specific work areas.
- Stagger arrival and dismissal times.
- Alternate work-days or work weeks.
- Limit or eliminate visitors to the building.

The school district will utilize these base strategies and expand upon them as necessary in order to address any public health emergency.

**Protection (Preparedness):**

We have collaborated with our partners to assure complementary efforts. We have invited representatives from Lewis County Public Health, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.

- The District-wide Command Center will be at the District Office with the alternate at the specific building affected and will be activated at the direction of the School District Incident Commander. We have established our District-wide Incident Command Structure as follows:

<b>ICS Role</b>	<b>Name</b>	<b>Title</b>	<b>Phone Number</b>
Incident Commander	Douglas Premo	Superintendent	315-348-2508
Public Information Officer	Douglas Premo	Superintendent	315-348-2508
Liaison Officer	Chad Luther, Judith Duppert, Christine Sobel <b>or</b> Christopher Villiere	Building Principal	315-348-2500
Safety Officer	Barry Yette	Business Admin	315-348-2503

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems.

- The school district has designated a COVID-19 safety coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school’s reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or “new normal” levels. The coordinators shall be the main contact upon the identification of positive COVID-19 cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the COVID-19 public health emergency and plans implemented by the school.

<i>School/Program</i>	<i>COVID-19 Safety Coordinator/Administrator</i>	<i>Contact #</i>
High School	Chad Luther – Principal	315-348-2520
Middle School	Judith Duppert - Principal	315-348-2570
South Lewis Elementary	Christine Sobel – Principal	315-348-2600
	Christopher Villiere – Principal	

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include; websites; school postings; general mailings; e-mails; special presentations; phones and cell phones, texting; reverse 911

systems, and the public media. A school district Public Information Officer (PIO), Douglas Premo, Superintendent of Schools, has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Technology Director to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available. The District will utilize Peachjar, SchoolMessenger, email, telephone and other communication methods as appropriate. We have tested/exercised our communication systems throughout the school year.

- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
  - Overall Operations – we have defined the following decision-making authority for the district:
    - Superintendent of Schools – Douglas J. Premo**
    - Business Administrator – Barry Yette**
    - Building and Grounds Supervisor – Richard Poniktera**
    - Transportation Supervisor – Andrew Krokowski**
    - Food Service Manager – Steven Fuller**
  - Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will be through our normal phone system followed by hand-held radios, cell phones, e-mail, district automated phone notification system.
  - The Business Office is essential for maintaining overall function and facilities operation. We have also established the ability to maintain these essential functions off-site from remote locations as follows: The Business Office financial software is cloud-based and may be accessed by all employees involved with the essential functions via a secure internet connection. A VPN has been designated for the Business Administrator. Technology devices will be deployed for remote work as deemed necessary.
  - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Building and Grounds Supervisor or back-up designee will keep the business office informed of such status and determine the appropriate staffing level in order for District buildings to be maintained. Teachers may be asked to assist in cleaning classrooms between student groups. If necessary, the District may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only. *At no time will products not approved by the school district be utilized.*
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:
  - Hard copy, self-directed lessons
  - Use of mobile media storage devices for lessons (CDs, Jump Drives, iPads)
  - On-line instruction; on-line resources; on-line textbooks
  - Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings, etc.

We have obtained input from curriculum and instructional technology staff in development of these strategies.

#### **(4) Obtaining and Storing Personal Protective Equipment (PPE)**

##### **PPE & Face Covering Availability:**

- The school district will provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.
- Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected (many people carry COVID-19 but do not have symptoms).
- Cloth face coverings are not surgical masks, respirators, or personal protective equipment.
- Information should be provided to staff and students on proper use, removal, and washing of cloth face coverings.
- Masks are most essential in times when physical distancing is difficult.
- Teach and reinforce use of face coverings among all staff.
- We have authorized all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

##### **PPE Supply Management**

- The Business Administrator is working with programs to determine the overall PPE needs of the District. Centralized purchasing will be used when possible.

##### **Response:**

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with Lewis County Public Health and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.

- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The District-wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.
- The Business Administrator will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The School Business Administrator will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Building and Grounds Supervisor will meet with staff and monitor ability to maintain essential function. Sanitizing procedures will be reviewed with teachers. The

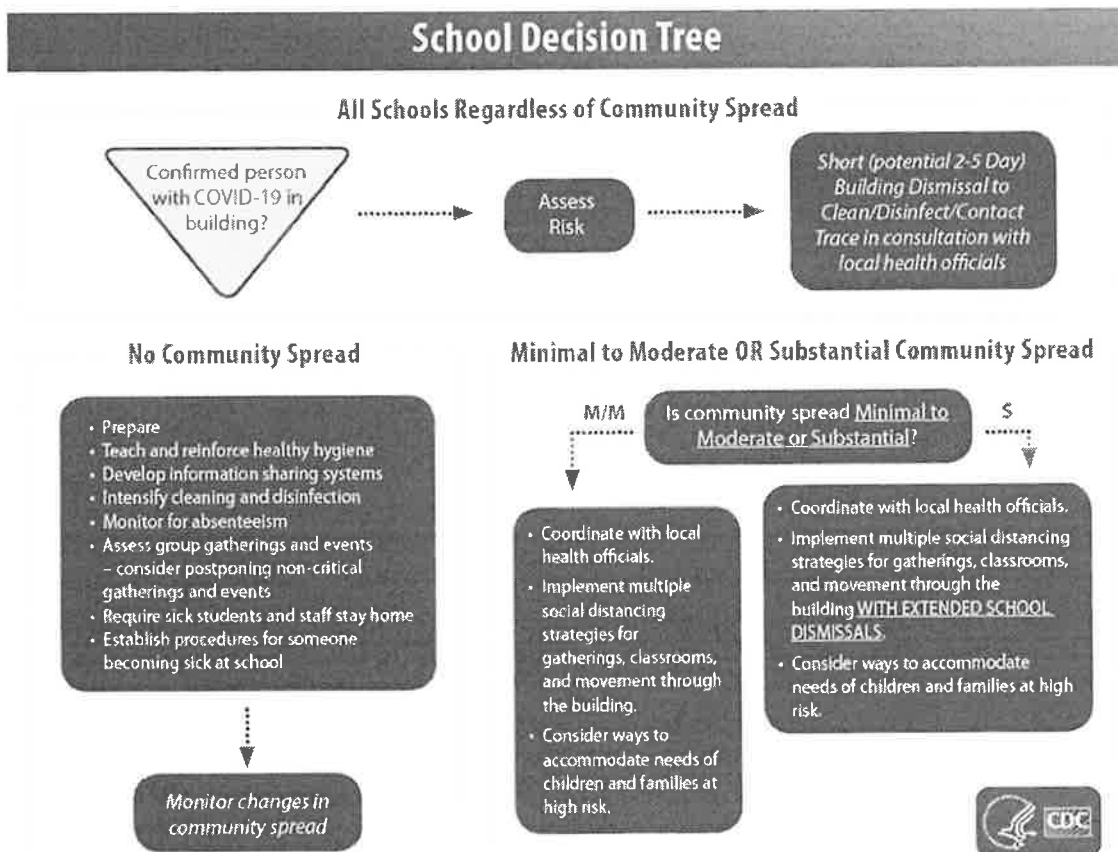
Building and Grounds Supervisor will work closely with the Business Administrator or designee to implement different phases of the Plan as necessary.

- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.
- If the decision is made to close a school building the school district will notify the NYS Education Department and District Superintendent at Jefferson-Lewis BOCES.

## (5) Preventing Spread, Contact Tracing and Disinfection

### Confirmed COVID-19 Case Requirements & Protocols

Instructional programs must be prepared for COVID-19 outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. CDC has provided the following decision tree to help schools determine which set of mitigation strategies may be most appropriate for their current situation:



### CDC and NYSDOH Recommendations:

- Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Opening outside doors and windows to increase air circulation in the area.
- Waiting at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;
- Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19, such as offices, classrooms, bathrooms, lockers, and common areas.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- Individuals without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the area and resume school activities immediately after cleaning and disinfection.



- Refer to DOH's **Interim Guidance for Public and Private Employees Returning to Work Following COVID-19 Infection or Exposure** for information on "close and proximate" contacts.
- If more than seven days have passed since the person who is suspected or confirmed to have COVID-19 visited or used the facility, additional cleaning or disinfection is not necessary, but routine cleaning and disinfection should continue.

### **Return to School After Illness:**

Schools must follow CDC and NYSDOH guidance for allowing a student or staff member to return to school after exhibiting symptoms of COVID-19. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) with COVID-19 they can return to school:

- Once there is no fever, without the use of fever reducing medicines, and they have felt well for 24 hours;
- If they have been diagnosed with another condition and have a healthcare provider written note stating that they are clear to return to school.

If a person is diagnosed with COVID-19 by a healthcare provider based on a test or their symptoms or does not get a COVID-19 test but has had symptoms, they should not be at school and should stay at home until:

- It has been at least ten days since the individual first had symptoms;
- It has been at least three days since the individual has had a fever (without using fever reducing medicine); and
- It has been at least three days since the individual's symptoms improved, including cough and shortness of breath.

The CDC provides specific guidance for individuals who are on home isolation regarding when the isolation may end. **Discontinuation of Isolation for Persons with COVID-19 Not in Healthcare Settings**.

CDC recommendations for discontinuing isolation in persons known to be infected with COVID-19 could, in some circumstances, appear to conflict with recommendations on when to discontinue quarantine for persons known to have been exposed to COVID-19. CDC recommends 14 days of quarantine after exposure based on the time it may take to develop illness if infected. Thus, it is possible that a person known to be infected could leave isolation earlier than a person who is quarantined because of the possibility they are infected.

### **Staff Absenteeism**

- Instructional staff will call their building principal when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- The instructional departments will monitor absenteeism of students and staff, cross train staff, and create a roster of trained back-up staff.

### **Employee Assistance Program (EAP)**

- The District Office will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such

as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

### **Medical Accommodations**

- The Superintendent of Schools will handle medical and COVID-19 accommodations. Requests for COVID-19 accommodations should be sent in writing to the Superintendent of Schools.

### **New York State Contact Tracing Program**

If a student or staff member tests positive for Coronavirus the New York State Contact Tracing Program will be implemented. As such, it is important for everyone to understand how contact tracing works. The information below is provided by the New York State Contact Tracing Program:

Contact Tracers work with people who have tested positive for COVID-19 to identify people they have had contact with and let them know they may have been exposed to the disease.

If you get a call from "NYS Contact Tracing" (518-387-9993), PLEASE answer the phone. Answering the phone will keep your loved ones and community safe.

A contact tracer will:

- NEVER ask for your Social Security number
- NEVER ask for any private financial information
- NEVER ask for credit card information
- NEVER send you a link without proper authentication procedures

If you test positive, a COVID Contact Tracer will connect you with the support and resources you may need through quarantine, such as help getting groceries or household supplies, child-care, medical care or supplies. The Tracer will work with you to identify and reach out via phone and text to anyone you've been in contact with while you were infectious to trace and contain the spread of the virus.

People who have come in close contact with someone who is positive are asked to stay home and limit their contact with others. By staying home during this time, IF you become sick yourself, you have not infected many others along the way.

Testing, medical and quarantine support for yourself and your loved ones will be arranged. They will not release your name to anyone. Your information is strictly confidential and will be treated as a private medical record. This program will place emphasis on areas with the highest rates of infection and on regions ready to open. The program will operate through the flu season. Your caller ID will say "NYS Contact Tracing" (518-387-9993).

### **Facilities: Cleaning and Sanitizing**

Cleaning removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Visibly soiled surfaces and objects must be cleaned first. If surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface.

Sanitizing lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.

**Routine cleaning of school settings includes:**

- Cleaning high contact surfaces that are touched by many different people, such as light switches, handrails and doorknobs/handles
- Dust- and wet-mopping or auto-scrubbing floors
- Vacuuming of entryways and high traffic areas
- Removing trash
- Cleaning restrooms
- Wiping heat and air conditioner vents
- Spot cleaning walls
- Spot cleaning carpets
- Dusting horizontal surfaces and light fixtures
- Cleaning spills

**Classroom/Therapy Rooms:**

South Lewis Central School will provide related service providers with additional cleaning supplies to ensure continuous disinfecting of classrooms and therapy rooms that service students with complex disabilities where multiple tools are used for communication, mobility, and instruction.

**Common Areas:**

Smaller common areas, like kitchenettes and copy room areas, should have staggered use. If users cannot maintain six feet of distance, they shall wear a mask. Signage has been posted in common areas to remind staff of health and safety etiquette.

**Disinfecting:**

Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

- Cleaning and disinfection requirements from the Centers for Disease Control and Prevention (CDC) and the Department of Health will be adhered to.
- Custodial logs will be maintained that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.
- Hand hygiene stations will be provided and maintained, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.
- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have COVID-19, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, appropriate cleaning and disinfection supplies will be provided to faculty and staff as approved by Central Administration.
- Additional paper towel dispensers may be installed in other designated spaces.

Upon request, the Building and Grounds Supervisor will provide CDC approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between use as much as possible. Examples of frequently touched areas in schools may include:

- Bus seats and handrails.
- Buttons on vending machines and elevators.
- Changing tables.
- Classroom desks and chairs.
- Door handles and push plates.
- Handles on equipment (e.g., athletic equipment).
- Handrails.
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Positive Academic Support Solution (PASS) Rooms.
- Related Services Spaces.
- Shared computer keyboards and mice.
- Shared desktops.
- Shared telephones.

#### **Hand Sanitizing:**

- Hand sanitizer dispensers will be located and installed in approved locations.
- Hand sanitizer bottles will be distributed to staff as approved by the Building and Grounds Department.
- South Lewis Central School ensures that all existing and new alcohol-based hand-rub dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS) 2020 Section 5705.5.

#### **Trash removal:**

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.
- No-touch trash receptacles will be utilized, where possible.

### **(6) Documenting Precise Hours/Work Locations of Essential Workers**

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis.

### **(7) Emergency Housing for Essential Employees**

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees. However, we have canvassed local hotels/motels so we may be prepared for an unanticipated need and should be able to access the following if necessary: The Edge Hotel (866-348-4211).

## **Recovery:**

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.
- Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention.
- The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to de-brief and determine lessons learned. Information from the PIO, Business Office, Building and Grounds Supervisor, and Curriculum Coordinator will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.

Curriculum activities that may address the crisis will be developed and implemented.

# SCHOOL DISTRICT (K-12) PANDEMIC INFLUENZA PLANNING CHECKLIST



Local educational agencies (LEAs) play an integral role in protecting the health and safety of their district's staff, students and their families. The Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) have developed the following checklist to assist LEAs in developing and/or improving plans to prepare for and respond to an influenza pandemic.

Building a strong relationship with the local health department is critical for developing a meaningful plan. The key planning activities in this checklist build upon existing contingency plans recommended for school districts by the U.S. Department of Education (Practical Information on Crisis Planning: A Guide For Schools and Communities <http://www.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.pdf>).

Further information on pandemic influenza can be found at [www.pandemicflu.gov](http://www.pandemicflu.gov).

## 1. Planning and Coordination:

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Identify the authority responsible for declaring a public health emergency at the state and local levels and for officially activating the district's pandemic influenza response plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Identify for all stakeholders the legal authorities responsible for executing the community operational plan, especially those authorities responsible for case identification, isolation, quarantine, movement restriction, healthcare services, emergency care, and mutual aid.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As part of the district's crisis management plan, address pandemic influenza preparedness, involving all relevant stakeholders in the district (e.g., lead emergency response agency, district administrators, local public health representatives, school health and mental health professionals, teachers, food services director, and parent representatives). This committee is accountable for articulating strategic priorities and overseeing the development of the district's operational pandemic plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with local and/or state health departments and other community partners to establish organizational structures, such as the Incident Command System, to manage the execution of the district's pandemic flu plan. An Incident Command System, or ICS, is a standardized organization structure that establishes a line of authority and common terminology and procedures to be followed in response to an incident. Ensure compatibility between the district's established ICS and the local/state health department's and state education department's ICS.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Delineate accountability and responsibility as well as resources for key stakeholders engaged in planning and executing specific components of the operational plan. Assure that the plan includes timelines, deliverables, and performance measures.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with your local and/or state health department and state education agencies to coordinate with their pandemic plans. Assure that pandemic planning is coordinated with the community's pandemic plan as well as the state department of education's plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Test the linkages between the district's Incident Command System and the local/state health department's and state education department's Incident Command System.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contribute to the local health department's operational plan for surge capacity of healthcare and other services to meet the needs of the community (e.g., schools designated as contingency hospitals, schools feeding vulnerable populations, community utilizing LEA's healthcare and mental health staff). In an affected community, at least two pandemic disease waves (about 6-8 weeks each) are likely over several months.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Incorporate into the pandemic influenza plan the requirements of students with special needs (e.g., low income students who rely on the school food service for daily meals), those in special facilities (e.g., juvenile justice facilities) as well as those who do not speak English as their first language.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Participate in exercises of the community's pandemic plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with the local health department to address provision of psychosocial support services for the staff, students and their families during and after a pandemic.

### 1. Planning and Coordination (cont.):

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Consider developing in concert with the local health department a surveillance system that would alert the local health department to a substantial increase in absenteeism among students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Implement an exercise/drill to test your pandemic plan and revise it periodically.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Share what you have learned from developing your preparedness and response plan with other LEAs as well as private schools within the community to improve community response efforts.

### 2. Continuity of Student Learning and Core Operations:

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop scenarios describing the potential impact of a pandemic on student learning (e.g., student and staff absences), school closings, and extracurricular activities based on having various levels of illness among students and staff.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop alternative procedures to assure continuity of instruction (e.g., web-based distance instruction, telephone trees, mailed lessons and assignments, instruction via local radio or television stations) in the event of district school closures.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop a continuity of operations plan for essential central office functions including payroll and ongoing communication with students and parents.

### 3. Infection Control Policies and Procedures:

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with the local health department to implement effective infection prevention policies and procedures that help limit the spread of influenza at schools in the district (e.g. promotion of hand hygiene, cough/sneeze etiquette). Make good hygiene a habit now in order to help protect children from many infectious diseases such as flu.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide sufficient and accessible infection prevention supplies (e.g., soap, alcohol-based/waterless hand hygiene products, tissues and receptacles for their disposal).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish policies and procedures for students and staff sick leave absences unique to a pandemic influenza (e.g., non-punitive, liberal leave).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish sick leave policies for staff and students suspected to be ill or who become ill at school. Staff and students with known or suspected pandemic influenza should not remain at school and should return only after their symptoms resolve and they are physically ready to return to school.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Establish policies for transporting ill students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assure that the LEA pandemic plan for school-based health facilities conforms to those recommended for health care settings (Refer to <a href="http://www.hhs.gov/pandemicflu/plan">www.hhs.gov/pandemicflu/plan</a> ).

### 4. Communications Planning:

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assess readiness to meet communication needs in preparation for an influenza pandemic, including regular review, testing, and updating of communication plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop a dissemination plan for communication with staff, students, and families, including lead spokespersons and links to other communication networks.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ensure language, culture and reading level appropriateness in communications by including community leaders representing different language and/or ethnic groups on the planning committee, asking for their participation both in document planning and the dissemination of public health messages within their communities.

4. Communications Planning (cont.):

Completed	In Progress	Not Started	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop and test platforms (e.g., hotlines, telephone trees, dedicated websites, and local radio or TV stations) for communicating pandemic status and actions to school district staff, students, and families.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Develop and maintain up-to-date communications contacts of key public health and education stakeholders and use the network to provide regular updates as the influenza pandemic unfolds.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assure the provision of redundant communication systems/channels that allow for the expedited transmission and receipt of information.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Advise district staff, students and families where to find up-to-date and reliable pandemic information from federal, state and local public health sources.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disseminate information about the LEA's pandemic influenza preparedness and response plan (e.g., continuity of instruction, community containment measures).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disseminate information from public health sources covering routine infection control (e.g., hand hygiene, cough/sneeze etiquette), pandemic influenza fundamentals (e.g., signs and symptoms of influenza, modes of transmission) as well as personal and family protection and response strategies (e.g., guidance for the at-home care of ill students and family members).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Anticipate the potential fear and anxiety of staff, students, and families as a result of rumors and misinformation and plan communications accordingly.





## APPENDICES

### APPENDIX A - Essential Employee Worksheet

In the event of a government ordered shutdown similar, to what we experienced in the spring due to Coronavirus, we are now required to have a Plan for future shutdowns that may occur. As part of that Plan we are now required to provide information on those positions that would be required to be on-site or in district for us to continue to function as opposed to those positions that could realistically work remotely. Please provide the information requested below for your department utilizing the following guide:

1. **Title** – a list of positions/titles considered essential (**could not work remotely**) in the event of a state-ordered reduction of in-person workforce.
2. **Description** – brief description of job function.
3. **Justification** - brief description of critical responsibilities that could not be provided remotely.
4. **Work Shift** – brief description of how the work shifts of those essential employees or contractors (if utilized) will be staggered in order to reduce overcrowding at the worksite.
5. **Protocol** – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors.

<b>Essential Employee Determination</b>				
Title	Description	Justification	Work Shift	Protocol
Superintendent	District Leadership	On-site district-wide oversight and leadership	7:00 AM – 3:00 PM	
Building/Grounds Supervisor	Supervisor of Custodial/Cleaning Staff	Custodians and Cleaners must be supervised in their work regardless of education program	7:00 AM – 3:00 PM	
Cleaners and Custodians	Cleaning and Repairs	On-going cleaning and repairs as needed	7:00 AM – 3:00 PM	
Maintenance	Building Maintenance	Oversight of building systems and immediate response to issues	7:00 AM – 3:00 PM	
Building Principals	Building Leadership	On-site building oversight and leadership	7:00 AM – 3:00 PM	
Keyboard Specialists	Office Support	Answer Phones and operate the office with principals	7:00 AM – 3:00 PM	
IT Director	Technology	Oversight of all technology functions	7:00 AM – 3:00 PM	
Food Service Manager	Meal Services	Meal delivery and/or pick-up	7:00 AM – 3:00 PM	
Food Service, Cook, Baker	Meal Services	Meal Preparation	7:00 AM – 3:00 PM	
Transportation Supervisor	Transportation Support	Organization of any needed transportation needs	7:00 AM – 3:00 PM	
Mechanics	Fleet Maintenance	Maintenance of transportation fleet	7:00 AM – 3:00 PM	
Bus Drivers	Transportation Needs	Transportation, delivery, pick-up needs	7:00 AM – 3:00 PM	
Business Administrator	Financial	On-going needs for financial systems to operate	7:00 AM – 3:00 PM	
Treasurer & Account Clerks	Financial	Payroll and other financial system operations	7:00 AM – 3:00 PM	

Safety Monitor/Aide	Visitor Management	Management of visitors	7:00 AM – 3:00 PM	
Nurses	Health and Wellness	Health and medical support for on-site staff	7:00 AM – 3:00 PM	
Curriculum/Data Coordinator	System Collaboration	Coordination of all systems within the district (financial, student management, communications, etc.)	7:00 AM – 3:00 PM	

### **Appendix 1:**

Listing of all school buildings covered by the district-wide school safety plan with addresses of buildings, and contact names and telephones numbers for building staff.

#### ELEMENTARY, MIDDLE & HIGH SCHOOL

ADDRESS	CONTACT	PHONE #S
4264 East Road, Turin	Christopher Villiere, ES	ES (315) 348-2600
	Christine Sobel, ES	
	Judy Duppert, MS	MS (315) 348-2570
	Chad Luther, HS	HS (315) 348-2520

#### **LOCAL EDUCATIONAL AGENCIES**

Howard Sackett Technical Center (BOCES), Glenfield	315-377-7300
Boak Educational Center (ACES), Lowville	315-377-7365
Lewis County Head Start	315-376-7365
River Valley Mennonite School	315-493-0187
Beaver River Central School	315-346-1211
Copenhagen Central School	315-688-4411
Adirondack Central School	315-942-9250
Lowville Academy and Central School	315-376-9000
Harrisville Central School	315-543-2707
Hand in Hand Early Childhood Center	315-376-9414

## **Appendix 2:**

### Building Risk Determination Buildings & Surrounding Areas

All school buildings	Playground areas
Properties adjacent to schools	On and off-site athletic fields
Buses	Off-site field trips

BUILDING	Phone #	LOCATION	Principal
South Lewis Elementary	315-348-2600	Turin, NY	Christopher Villiere and Christine Sobel
Middle School	315-348-2570	Turin, NY	Judy Duppert
High School	315-348-2520	Turin, NY	Chad Luther

### **Internal Hazards**

#### Civil Disturbance

- Bomb threat
- Hostage
- Intruder
- Kidnapped person
- Civil unrest
- Anthrax (bio-terrorism)

#### Fire and Explosion

- Explosion
- spills/releases
- Fire

#### Systems Failure

- Electrical system failure
- Fuel shortage
- Gas leak
- Heating system failure (loss of heat)
- Roofing failure (leak)
- Sewage system failure
- Structural failure
- Water system failure

#### Medical Emergency

- Allergic reaction/bleeding/blow to the head
- Broken bones/burns/choking/diabetic shock
- Epileptic convulsions/shock
- Bites
- Blood/body fluid exposure (infection control)
- Electric shock
- Epidemic
- Food poisoning
- Heart attack
- Toxic exposure

Death/suicide

### **External Hazards**

#### Weather Related

- Flood/mudslide
- Storm/snow/ice/wind/hurricane
- Thunderstorm
- Tornado

#### Environmental Problems

- Air pollution
- Flood/mudslide
- Hazardous material
- Radiological incident
- Storm/snow/ice/wind/hurricane
- Extreme cold/heat
- Thunderstorm/lightning storm
- Tornado
- Toxic material spill/releases
- Water contamination

#### Other External Hazards

- Airplane crash
- School bus accident
- Earthquake
- Railroad Crossings
- Lyons Falls Mill

## RISK PROBABILITY CHECKLIST

	YES	NO	COMMENT
1. Has your region ever been short of water due to <b>drought</b> conditions? Natural Hazard: Drought and Extreme Heat			
2. Have you ever felt an <b>earthquake</b> tremor while in your community? Natural Hazard: Earthquake			
3. Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire			
4. Have <b>forest fires</b> ever occurred within 25-mile radius of your district? Natural Hazard: Forest Fire			
5. Do you live in a state having great or moderate risk from <b>landslides</b> occurring? Natural Hazard: Landslide			
6. Is your district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow			
7. Has your community ever experienced a <b>winter storm</b> ? Natural Hazard: Winter Storms and Blizzards			
8. Are severe winter storms a frequent occurrence? Natural Hazard: Winter Storms and Blizzards			
9. Is your community in an area visited by thirty or more <b>thunderstorms</b> per year? Natural Hazard: Severe Thunderstorms			
10. Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane			
11. Has your state ever been crossed by the path of a <b>hurricane</b> ? Natural Hazard: Hurricane			
12. Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods			
13. Have <b>floods or flash floods</b> ever affected your home or community? Natural Hazard: Floods and Flash Floods			
14. Do <b>tornadoes</b> present a major or moderate risk to your region? Natural Hazard: Tornado			
15. Do you live in a western state that has been or might be affected by ashfall from a <b>volcanic eruption</b> ? Natural Hazard: Volcanic Hazard			
16. Are there any factories, warehouses, or disposal areas near your community, which produce or use toxic chemicals or other <b>hazardous materials</b> ? Technological Hazard: Hazardous Materials			
17. Is your district within a few miles of a main highway, waterway or railroad line? Technological Hazard: Transportation Accident			
18. Have major <b>transportation accidents</b> ever disrupted traffic patterns in your community? Technological Hazard: Transportation Accident			
19. Is your district within a fifty-mile radius of a <b>nuclear power facility</b> ? Technological Hazard: Radiological Incident			
20. Are there any <b>radioactive waste</b> dump sites in your state? Technological Hazard: Radiological Incident			
21. Are there any man-made <b>dams</b> built along the river nearest your district? Technological Hazard: Dam Disaster			

## **Appendix 3:**

### **TRAINING**

The District will conduct emergency response training for staff and students by reviewing procedures appropriate to hazardous situations including those that are weather-related, criminal in nature, environmental, or failure of building system. The procedures will be explained and practiced in a variety of ways including Evacuation drills; live drill; and Emergency Management Team exercise.

When appropriate, and at the discretion of the District-wide Team, the District will coordinate drills and/or exercises with local and county emergency response and preparedness officials. Drills will be evaluated by post-drill debriefing or written evaluation. Plans will be modified as a result of these evaluations. The following training, drills and/or exercises will be conducted annually:

<b>Date</b>	<b>Description of drill or exercise</b>
Spring/Fall	Evacuation Drill – Students and Staff
As required by law	Fire & Lockdown Drills – Students and Staff
Annual	Right-to-Know – Staff
Annual	Blood-borne Pathogens – Staff
Annual	Violence Prevention - Staff

## **Appendix 4:** **SAFETY/SECURITY POLICIES**

Refer to the South Lewis Central School Board Policy Book sections:

- 6110 Code of Ethics
- 6151 Drug Free Workplace Policy
- 5741 Drug and Alcohol Testing
- 6150 Alcohol, Drugs, and other Substances
- 7530 Child Abuse by District Personnel
- 6195 Health and Safety: Operation of vehicles owned by the District
- 7590 Student Dismissal Precautions
- 7311 Loss or destruction of District Property
- 3410 Code of Conduct
- 7312 In-School Suspension
- 7312 Student Suspension
- 7312 Student Conduct: Guide to Legal Search and Seizure
- 7313 Student Conduct: Massive Demonstrations on School Property
- 7314 Student Due Process Rights
- 7312 Corporal Punishment Complaints
- 7591 Student Safety
- 7330 Weapons in school and the Gun-Free Schools Act
- 7312 Safety: The Police and the School
- 7530 Child Abuse and Maltreatment
- 7320 Drug and Alcohol Abuse
- 7340 Bus rules and regulations
- 5730 School bus safety program
- 7311 Loss or destruction of District Property
- 5680 Safety and Security
- 5681 School Safety Plans
- 3510 School Closings
- 7520 Accidents and Medical Emergencies

## **Appendix 5:**

Those with questions on this document are referred to the following State regulations:

- 155.17
- Executive Law 2B

## Appendix 6:

Policy (and policy number) regarding building security, school safety officers, and dissemination of informative materials

- 1510 Board of Education Meetings
- 1610 Annual District Meeting/Budget Vote Policy
- 1410 Policy and Administrative Regulations
- 6110 Code of Ethics
- 6151 Drug Free Workplace Policy
- 5741 Drug and Alcohol Testing
- 6150 Alcohol, Drugs, and other Substances
- 7530 Child Abuse by District Personnel
- 7590 Student Dismissal Precautions
- 7311 Loss or destruction of District Property
- 3410 Code of Conduct
- 7312 In-School Suspension
- 7312 Student Suspension
- 7312 Student Conduct: Guide to Legal Search and Seizure
- 7313 Student Conduct: Massive Demonstrations on School Property
- 7314 Student Due Process Rights
- 7312 Corporal Punishment Complaints
- 7591 Student Safety
- 7330 Weapons in school and Gun-Free Schools Act
- 7312 Safety: The Police and the School
- 7530 Child Abuse and Maltreatment
- 7320 Drug and Alcohol Abuse
- 7340 Bus rules and regulations
- 5730 School Bus safety program
- 7311 Loss or Destruction of District Property
- 5680 Safety and Security
- 5681 School Safety Plans
- 3510 School Closings
- 7520 Accidents and Medical Emergencies

BUILDING	Phone #	LOCATION	Principal
South Lewis Elementary	315-348-2600	Turin, NY	Christopher Villiere and Christine Sobel
Middle School	315-348-2570	Turin, NY	Judy Duppert
High School	315-348-2520	Turin, NY	Chad Luther
Howard G. Sackett Center	315-377-7300	Glenfield, NY	Paul Mooney
Lowville Academy	315-376-9000	Lowville, NY	Rebecca Dunckel-King



## **Appendix 7:**

Description of duties and required training of Student Mediator and other school safety personnel

### **Student Mediator**

#### **Goal:**

Provide a safe and orderly school environment by utilizing conflict resolution/peer mediation strategies in communicating with students, administrators, teachers, parents, law enforcement and the community. Utilize basic level discipline strategies to reduce discipline issues.

#### **Roles and Responsibilities:**

**Assist teachers and administrators** in the supervision of students including supervision while changing classes, maintain quiet and orderly hallways during classes, direct and assist visitors to appropriate offices, assure that students and visitors have appropriate documentation.

**De-escalate** situations that have the potential to become a problem. Be visible throughout the school. Be present in and around the building including hallways, locker rooms, cafeteria, auditorium, bathrooms, parking lots, buses, and at after-school activities. Deal with issues such as truancy, potential altercations between students and/or students and teachers, and situations involving bullying. Eliminate minor disturbances before they become major problems.

**Investigate** disciplinary situations such as truancy, theft, bullying, fights, property damage, use of illegal substances, and any infractions of the school policy and/or Code of Conduct. Each investigation involves communicating with all persons necessary including principals, students, parents, victims, witnesses, and law enforcement agencies.

**Implement Mediation and Conflict Resolution solutions** by taking appropriate mediation and conflict resolution measures. Administration is informed (involved) in the entire process. The solution may be as simple as communicating with all parties including but not limited to students, parents, teachers, school guidance counselors, drug and alcohol counselors, school psychologists, and/or law enforcement. Follow-up is required on student resolution/mediation to determine if the solution is working and successful.

**Assist students in coping with peer pressure and daily problems.** Be available to students to discuss situations. Keep open lines of communication with students, parents, staff, and administration to maintain safe schools by resolving problems before they arise.

**Know and enforce** school policies and rules in a fair and consistent manner while maintaining a climate of mutual trust.

**Work with the administration,** reporting information to them on investigations, student discipline issues and other daily activities.

**Maintain communication with parents** of students involved in mediation issues. The goal is to resolve disputes early and with minimum disruption to student learning and teacher instruction.

**Fulfill other duties** as assigned by administration.

**Requirements:**

Requirements include Teacher Assistant Certification, Peer Mediation/Conflict Resolution Training, CPR/First Aid certification, Restraint Training. Experience preferred.

## **Appendix 8:**

### **Closest Response Agencies**

In an emergency, dial 911. They will dispatch the appropriate response agencies. In non-emergency situations, contact the following:

#### EMERGENCY TELEPHONE NUMBERS

AGENCY	TELEPHONE NUMBER
<b>ALL EMERGENCIES</b>	<b>911</b>
Lowville Barracks – New York State Police	315-376-6513
Lewis County Sheriff	315-376-3511
Lewis County Fire Management	315-376-2511
Lewis County Emergency Services	315-376-5303
3G Fire Hall	315-376-2135
Lewis County Search & Rescue	911 or 315-376-7711

## **Appendix 9:**

### **Response Protocols**

The District's responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings are included in the confidential Building-Level Plans. The following protocols are provided as examples:

- Identification of decision-makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

### **Responses to Acts of Violence: Implied or Direct Threats**

The District has established the following strategies for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school. The Building-Level Plan includes specifics to potential emergency situations that would require these responses.

- Use of staff trained in de-escalation or other strategies to diffuse the situation.
- Inform Superintendent of implied or direct threat.
- Determine level of threat with Superintendent/Designee
- Contact appropriate law enforcement agency, if necessary
- Monitor situation, adjust response as appropriate, including the possible use of the Emergency Response Team.

The District will provide training to assist personnel in de-escalation techniques and/or identification of early warning signs of potentially violent behavior as part of the required staff development program.

### **Acts of Violence**

In the event of an act of violence by students, teachers, other school personnel or visitors to the school, the District will implement the procedures outlined in the Building-Level Plans. The following types of procedure(s) have been considered:

- Determine level of threat with Superintendent/Designee.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- If necessary, initiate lockdown procedure, and contact law enforcement.
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

## **Appendix 10:**

### **Protective Action Options**

The following general actions will be considered in the event of an emergency as appropriate:

- School cancellation prior to opening
- Early dismissal
- Hold-in-Place
- Evacuation
- Lockout
- Shelter-in-Place/Lockdown

### **School Cancellation**

- Monitor any situation that may warrant a school cancellation
- Make determination
- Contact Local Media

### **Early Dismissal**

- Monitor situation
- If conditions warrant, close school
- Contact Transportation Director to arrange transportation
- Contact local media to inform parents of early dismissal
- Set up an information center so that parents may make inquiries
- Retain appropriate district personnel until all students have been returned home

### **Hold-in-Place**

- Identify area of building needing such response
- Clear area affected
- Contact needed departments and possible outside agencies

### **Evacuation (before, during and after school hours, including security during evacuation and evacuation routes)**

- Determine the level of threat
- Contact Transportation Director to arrange transportation
- Clear all evacuation routes and sites prior to evacuation
- Evacuate all staff and students to pre-arranged evacuation sites
- Account for all student and staff population. Report any missing staff or students to the principal/program administrator.
- Make determination regarding early dismissal; Contact local media to inform parents of early dismissal if implemented
- Ensure adult supervision or continued school supervision/security
- Establish a public information center to provide information and current status of the situation to parents, affected school districts and other inquiring parties.
- Retain appropriate district personnel until all students have been returned home

### **Sheltering/Lockdown (internal and external)**

- Determine the level of threat
- Determine location of sheltering depending on nature of incident and if threat not imminent
- Initiate building Lockdown procedure, e.g. close/lock doors if threat imminent
- Account for all students and staff. Report any missing staff or students to the principal/program administrator

- Determine other occupants of the building
- Make appropriate arrangements for human needs
- Take appropriate safety precautions
- Establish a public information center to provide information and current status of the situation to parents, affected school districts, and other inquiring parties
- Retain appropriate district personnel until all students have been returned home

## Appendix 11

### **Notification and Activation (Internal and External Communications)**

In the event of a violent incident, the Superintendent of Schools/Designee will contact appropriate law enforcement officials through the 911 system. A list of local law enforcement agencies and of those individuals who are authorized to contact that law enforcement agencies is included in the appendix of each Building-Level Emergency Response Plan.

The Superintendent will notify all educational facilities within the district in the event of an emergency by use of telephone, fax, email or other appropriate communication. See Appendix 1.

In the event of a disaster or an act of violence, the South Lewis Central School Superintendent, or his/her designee, will be notified as appropriate. In the event of certain weather emergencies, the NOAA weather radio emergency alert system may be use to receive information.

Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media including television channels and radio stations.

#### **MEDIA INFORMATION**

Radio	Radio	TV
WCIZ 93	WBDR 106.7	WSTM 3
WYYY 94	WSYR 570	WWNY 7
WKLL 94.9	WTNY 790	WSYR 9
WODZ 96.1	WBRV 900	YNN 10
WOUR 96.9	WIBX 950	WUTR 20
WFRY 97.5	WRUN 1150	WNYF 28
WLZW 98.7	WIXT 1230	WWTI 50
WOTT 100.7	WANT 1240	
WLLG 101.3	WTLB 1310	
WTOJ 103.1	WRNY 1350	
WTOJ 104.3		

## **Appendix 12:**

### District Organization organized by NIIMS ICS, including ICS Position Description

#### Position & Description

Incident Commander (IC) Superintendent or Business Administrator	Responsible for emergency/ disaster operations and shall remain at the command post to observe and direct all operations.
Deputy Incident Commander Business Administrator or High School Principal	Assists the IC with the management of the emergency/disaster. Assumes the role of the IC if required and fulfills the responsibility until relieved.
Operations School Resource Officer or Middle School Principal	Manages/directs the response to the incident.
Logistics Supervisor of Buildings and Grounds	Provides facilities, services, personnel, equipment and materials to support the incident.
Planning & Intel. Business Administrator or School Resource Officer	Collects, evaluates and documents information about the development of the incident.
Admin./Finance Business Administrator	Provides financial tracking, procure- ment, and cost analysis related to the incident.
Public Information Officer (PIO) Superintendent or School Resource Officer	Acts as the official spokesperson for the district.
Safety Officer County Emergency Management Coordinator or School Resource Officer	Ensures that all activities are conduct- ed in as safe manner as possible under the circumstances which exist. The safety officer can enact emergen- cy authority and override the decision of the IC.
Agency Liaison Director of Curriculum	Contact person for responding agencies.
Log/Scribe Building Office Secretary	Documents all activities of the Command Post. Maintains all information/documents of the ICT.

## **Appendix 13**

Copies of all Building-Level Emergency Response Plans are available to appropriate personnel from the district office.

The South Lewis Central School Emergency Response Plan has been filed with the Lewis County Sheriff's Department, the local office of the New York State Police Department and local fire departments.



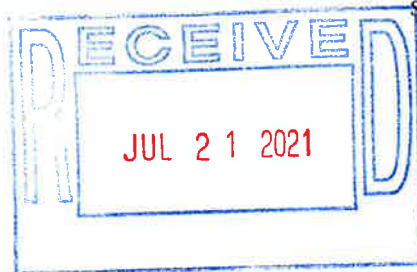
*South Lewis Senior High School*

**TURIN, NEW YORK 13473**

Telephone (315) 348-2520

Mr. Chad Luther  
High School Principal

Mr. Douglas Premo  
Superintendent of Schools



**Memorandum**

To: Mr. Douglas Premo  
From: Mr. Chad Luther  
Subject: Items for Discard  
Date: 7/19/21



Attached, please find a letter from Mr. Kilburn regarding approximately 110 various instructional texts found in the classroom that he is taking in place of Mr. Austin. These text books are outdated and are no longer relevant given the most recent changes in the NYS Next Generation Standards for Mathematics. Please consider approving these texts for discard at the earliest convenience.

# *South Lewis Central Schools*

**Mr. Douglas Premo, Superintendent**

## *South Lewis Middle School*

P. O. Box 70, East Rd., Turin, NY 13473  
315-348-2570, Fax 315-348-2510

Mr. Chad Luther  
High School Principal  
315-348-2570

July 16, 2021

Dear Mr. Luther:

While in the process of setting up my new classroom I have come across several textbooks, approximately 110, that range in date from the 1960's to early 2000's. These books are no longer in line with the Next Generation Learning Standards. If possible, I would like to recycle these books.

Sincerely,

Curtis T. Kilburn  
South Lewis High School Teacher

## AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Board of Education of the South Lewis Central School District**, a public school district and municipal corporation with its principal address at 4264 East Road, Turin, New York 13473 (hereinafter referred to as the “South Lewis” or "SLCSD"); and the **County of Lewis**, a municipal corporation with its principal address at 7660 N. State Street, Lowville, New York 13367, by and on behalf of the **Lewis County Sheriff’s Department** (hereinafter collectively referred to as the “County”).

### WITNESSETH:

**WHEREAS**, the **South Lewis Central School District** and the **County of Lewis** seek to share services for school safety matters and law enforcement activities in the County related to the school district, including a program to promote the goal of ensuring a caring, safe, respectful and orderly learning environment in the schools, and in providing recreation enforcement patrols of concern to the County; and

**WHEREAS**, the parties are interested in entering into an agreement wherein the County, through the Lewis County Sheriff’s Department, will provide South Lewis with a School Resource Officer (SRO) during the school term in consideration of South Lewis reimbursing the County for the costs of a Deputy Sheriff designated to provide SRO services to South Lewis; and

**WHEREAS**, South Lewis and the County are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide to their respective municipal/public corporations; and

**WHEREAS**, the respective governing boards of South Lewis and the County have determined that it is in the best interests of each of their respective municipal/public corporations to enter into this municipal cooperation agreement; and

**WHEREAS**, each of the governing boards of South Lewis and the County have, by separate resolution of each entity, approved the actions set forth in this agreement and have approved the execution of this agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter set forth, the **South Lewis Central School District**, **County of Lewis o/b/o** and with the **Lewis County Sheriff’s Department** agree as follows:

**ARTICLE I  
PROGRAM GOALS**

- 1.1 The goals of the School Resource Office Program are as follows:
- (i) To promote communication and cooperation and to establish a partnership among students, staff, community and law enforcement;
  - (ii) To assist the South Lewis Central School District to create a safe and secure environment for students and staff through law enforcement, deterrence and education;
  - (iii) To promote positive attitudes toward laws, education and responsibility; and
  - (iv) To identify and refer students with specific needs to appropriate programs and counseling.

**ARTICLE II  
DATES SERVICES TO BE PROVIDED BY SRO**

- 2.1 The County agrees to share the services of a police officer with the South Lewis Central School District to provide services of a Deputy from the Lewis County Sheriff's Department and perform duties as a School Resource Officer and Police Officer to both South Lewis and the County for the period of September 7, 2021 through June 30, 2022, subject to the terms and conditions as set forth in this agreement. The primary purpose of the Program is to provide services during normal school hours.
- 2.2 The expected responsibilities and duties as the School Resource Officer for the School, and as the Deputy Sheriff for the County for the year are included below, but are not limited to those identified. The terms and conditions are set forth in order for the School to understand and acknowledge the County's consideration for this agreement is based upon an expectation of having the Deputy perform recreation enforcement services for the County for the times when the assigned Deputy is not performing SRO services for the School. It is understood that the County has a unilateral right to terminate the agreement at any time in the event the County determines that the SRO assigned Deputy is not performing County recreational enforcement services for the non-school assigned hours during the year. The responsibilities and duties of this Deputy shall include, but not be limited, to the following:
- (i) Abide by South Lewis Central School District policies except to the extent such policies conflict with the County and Sheriff Department policies and regulations, and Deputy's responsibilities as a law enforcement officer or in a situation where life or property is in danger.

- (ii) At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved.
- (iii) The SRO will conduct classroom presentations on bullying, internet safety, drug use/awareness, and other matters appropriate for law enforcement presentation to students. In addition, the SRO will provide support with required school safety plans, safety and evacuation drills, including but not limited to “active shooter” matters.
- (iv) Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to South Lewis Central School District policy, Lewis County Sheriff Department and Lewis County policy, and legal requirements regarding such interviews.
- (v) Assist in crisis situations, such as a disruptive parent/visitor, violent or out of control student. Handle all calls for service, including but not limited to false alarms and/or bomb threats, on the school grounds during school hours whether dispatched by the Lewis County 911 Center or school officials. The SRO reserves the right, after consultation with Lewis County Sheriff Department, to request assistance from the Lewis County Sheriff’s Department, or another law enforcement agency, as necessary, including the use of appropriate K-9 units, if a situation warrants.
- (vi) Develop a rapport with students and a working relationship with student organizations, faculty, staff members, South Lewis Central School District administrators, and community members. In development of a rapport with students, the SRO is requested to walk the hallways, visit the cafeteria and engage in conversation with students;
- (vii) Attend regular meetings of faculty and staff and provide presentations as requested; Attend parent/teacher group meetings to solicit their support and understanding of the SRO program, to offer advice when requested and to promote awareness of the law enforcement function both in and out of school.
- (viii) Develop, in consultation with the school principal, plan and strategies to prevent and/or minimize dangerous situations on or near school property or involving South Lewis Central School District students at school related activities.
- (ix) Provide school officials and Lewis County Sheriff and Lewis County Manager with daily log sheets and incident reports on a

monthly basis. School Officials shall provide the County Manager with monthly documentation of the SRO's daily hours and days worked, days on vacation, days school not in session, any classroom assignments of the SRO for each week, school incidents and/or matters in which the SRO was involved or requested for assistance, and any other data the County may request. Complete and submit any and all other reports and forms required by the Lewis County Manager, the Lewis County Sheriff's Department and/or the South Lewis Central School District.

- (x) Attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support. Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed.
- (xi) Maintain confidentiality of any personal information or South Lewis Central School District records obtained, and not disclose the information except as provided by law or court order; and
- (xii) Perform other duties which will promote the goals of the Program and which are mutually agreed upon by South Lewis Central School District and the County.
- (xiii) The School District acknowledges that in the event of an emergency the SRO may be ordered by the Lewis County Sheriff to leave school grounds during normal SRO duty hours as described above in order to perform other emergency services for the County Sheriff's Department. The parties agree to discuss these events and mutually decide if a financial adjustment to the compensation amount payable herein should be made.
- (xiv) The County will expect the Deputy to provide recreation patrol services for the remainder of the annual hours of the Deputy during non-school hours, except for specific emergency which poses a clear and present danger to the public (not for road patrol staffing at the Sheriff's Department due to vacations, sick time, training, etc.). The County Manager and Chairman of the Board are to be notified if the assigned SRO is taken off of recreation patrol for emergencies as hereinbefore described.
- (xv) The County expects that the SRO Deputy will devote 75% of non-SRO time to trail enforcement and 25% to marine patrol; with further expectation that recreation patrol is undertaken on Wednesdays through Sundays and Monday holidays.

- (xvi) The County expects the Sheriff's Department to provide the County Manager with monthly schedules of the SRO Deputy's activities, his activity logs, entries into the CAD, incident reports, and any other relevant data on activity both during the school hours and non-school hours to confirm the use of the time as SRO and recreation patrol.

2.3 Search and seizure procedures.

- (i) The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to "stop and frisk" in cases where the SRO has reason to believe that a student or staff member is armed. The SRO will not be considered an agent of the SLCSO when conducting searches in which evidence for prosecution may be obtained.
- (ii) South Lewis Central School District officials may conduct a search if reasonable grounds exist to believe that a student's possessions may contain articles that violate school rules. SLCSO officials may search anything, in accordance with South Lewis Central School District policy, within the scope of the student's control, including, but not limited to the student's person, book, bag, locker, desk, or vehicle while on school property. The presence of the SRO at an administrative search to observe and protect the safety of students and staff does not increase the standard for search from reasonable suspicion to probable cause.
- (iii) The procedural safeguards set forth in paragraph (i) shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may direct a SRO to conduct an administrative search on the SLCSO's behalf. In such an instance, the Superintendent of Schools or a building administrator shall be present for the administrative search.

**ARTICLE III  
INDEMNITY AND INSURANCE**

- 3.1 South Lewis and County agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties. In the event that either South Lewis or County performs or acts under this agreement in a negligent or intentional manner, causing uninsured damage or liability to the other party to this agreement, the party causing the damages or liability shall hold harmless, defend at its expense, indemnify, and make whole the other party from such damage or liability. In order for

indemnification to take effect the County shall be liable for acts of the SRO when he is acting at the direction or under the policies of the County or the Lewis County Sheriff in performing police officer or law enforcement duties. The school district shall be liable for acts of the SRO when he is acting in an administrative capacity for the South Lewis Central School District or in instances when he has been directed to act by the Superintendent of Schools or the Superintendent's designee(s).

- 3.2 The parties agree to obtain such normal and usual casualty, liability and errors and omissions insurance coverage for the sharing of the individual who performs police officer and law enforcement duties for the County of Lewis and School Resource Officer duties for the South Lewis Central School District. The parties shall provide each other with a Certificate of Insurance with minimum coverage for Commercial General Liability in the amounts of \$1,000,000 each occurrence and \$2,000,000 general aggregate and Excess Liability or Umbrella Liability coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. The Certificate of Insurance shall additionally show coverage for Statutory Workers' Compensation. Copies of insurance policies shall be provided to each other, and such policies shall reflect that South Lewis and County are named additional insureds under such policies and the policies or their endorsements shall contain a waiver of subrogation.
- 3.3 South Lewis and County agree to notify each other, as soon as practicable, if any claim, assessment, or lawsuit shall be instituted against any of the parties to this agreement regarding the conduct, actions, or omissions of the School Resource Officer or police officer and in no event later than ten (10) days of receipt of such information. Each party agrees to notify, as soon as practicable, the other party to this agreement of any event or state of facts that may create liability or claims being assessed against either party to this agreement regarding the operation, maintenance, control, and use of the facility, and in no event, later than ten (10) days of receipt of such information.

#### **ARTICLE IV EMPLOYMENT AND PAYMENT OF SRO**

- 4.1 The Deputy assigned as the South Lewis SRO will be paid through the County of Lewis as an employee of the Lewis County Sheriff's Department. The relationship of the County to the School District shall be that of an independent contractor, and neither party shall be an agent of or otherwise have authority to bind the other. The SRO shall be available to provide services to South Lewis at the Middle-High School and at any other campuses the District may operate as follows:
- a. In accordance with the teacher work schedule/calendar during the months of September through June, comprising 180 school days or 1440 hours based upon an 8 hour day, which may include special events during the school year;
  - b. The regular hours of the SRO shall be 7:30 am to 3:30 pm, Monday through Friday in accordance with the school schedule and calendar;



c. The School District will be solely responsible for any overtime hours worked by the Deputy as an SRO above the 1440 hours for the 180 days;

d. Notwithstanding the above, the parties agree that the SRO's schedule may need to be flexible because of Sheriff Dept. needs and contractual obligations.

4.2 The County will designate a specific Deputy as the individual who will be assigned to be the School Resource Officer as soon as that determination is made. In the event the named Deputy is no longer employed by the County or is unavailable to serve as the SRO for any reason, the parties shall meet to determine if there is a suitable replacement available. If there is no suitable replacement, the parties agree that this agreement may be terminated. Notwithstanding the foregoing, the County reserves its right to terminate this agreement in the event the County determines that the SRO assigned Deputy is not performing the recreation enforcement services expected and as outlined in paragraph 2.2 above.

4.3 The parties acknowledge that the cost to the County in hiring and forming a new Deputy position for this assignment is more than \$100,000.00 per year when factoring in the cost of certified training, regular compensation plus benefits including but not limited to health insurance, retirement contributions, paid holidays, and other contractual obligations, etc.

4.4 South Lewis agrees to pay to the County 55% of the full year costs (Sept, 1, 2021 through August 31, 2022), with a minimum of \$61,000.00 for the services provided by the SRO, for the 2021-2022 school term ending June 30, 2022, plus any overtime incurred as an SRO above 1440 hours. This minimum figure is an estimate representing 55% of the full year actual costs and expenses (including benefits and any contractual increase obligations) of the Deputy assigned. The parties agree to review the actual compensation amounts of the assigned Deputy on a quarterly basis (end of November, February, May and August), with additional payments by the School to be made based upon 55% of the actual costs and expenses. This is a one year agreement.

The aforesaid minimum payment shall be due to the County within thirty (30) days of receipt by South Lewis of an invoice stating "2021-2022 SRO services"; with any adjustments to be due and payable to the County within thirty (30) days of receipt of an invoice for same.

4.5 The SRO may have the use of a County of Lewis Sheriff's vehicle pursuant to the vehicle use policy of the County for work use during hours in which he/she is performing SRO or County duties. The police car and its equipment are to be utilized for law enforcement purposes only. The District acknowledges that the cost of this vehicle and its use by the SRO in accordance with the County vehicle use policy is an additional expense to the County which has not been factored into the compensation amount payable by the School District to the County as set forth in 4.2 above.

- 4.6 The County of Lewis will be responsible for the payment of salary and benefits for the periods of time that it employs the individual designated as a Deputy Sheriff performing duties as an SRO.

**ARTICLE V  
COOPERATION**

- 5.1 South Lewis and County agree that each entity will cooperate with each other and comply with reasonable operation rules and regulations relating to the School Resource Officer services. Each party will act reasonably and in good faith in accomplishing the intent and purposes of this agreement. The operational rules shall be established by mutual resolution of South Lewis and County.

**ARTICLE VI  
TERM**

- 6.1 The term of this agreement shall be from September 1, 2021 through August 31, 2022, with the SRO services for the school running from September 7, 2021 through June 30, 2022. Any modifications must be by mutual written agreement, except for any compensation adjustment required to be made to the 55% obligation of the School as hereinabove set forth.
- 6.2 Either party may terminate this agreement upon the adoption of a resolution by the Board of Education or County Board of Legislators, as the case may be, and the giving of written notice to the other party at least thirty (30) days in advance of the effective date of termination. The County retains the right to terminate this agreement if the County determines that the Deputy is not providing recreation enforcement services during non-school service time.
- 6.3 Upon the termination or expiration of the agreement, neither party shall have any further or continuing obligations or responsibilities to the other party, except for reimbursement of any outstanding 55% adjustments and amounts owing for the Deputy services commencing September 1, 2021 through August 31, 2022.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

**BOARD OF EDUCATION OF THE  
SOUTH LEWIS CENTRAL SCHOOL  
DISTRICT**

**COUNTY OF LEWIS**

\_\_\_\_\_  
**Andrew Liendecker**  
**President, Board of Education**

\_\_\_\_\_  
**Lawrence L. Dolhof**  
**Chairman, Board of Legislators**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Douglas Premo**  
**Superintendent of Schools**

\_\_\_\_\_  
**Michael A. Carpinelli**  
**Sheriff, Lewis County**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENTS:**

STATE OF NEW YORK)

COUNTY OF LEWIS) ss.:

On the \_\_\_ day of July, 2021, before me, the undersigned, personally appeared **Andrew Liendecker**, President, South Lewis Board of Education, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF LEWIS) ss.:

On the \_\_\_ day of July, 2021, before me, the undersigned, personally appeared **Douglas Premo**, Superintendent of Schools, SLCS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF LEWIS) ss.:

On the \_\_\_ day of July, 2021, before me, the undersigned, personally appeared **Lawrence L. Dolhof**, Chairman, LC Board of Legislators, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF LEWIS) ss.:

On the \_\_\_ day of July, 2021, before me, the undersigned, personally appeared **Michael Carpinelli**, LC Sheriff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

---

NOTARY PUBLIC

**PRESCHOOL SPECIAL EDUCATION AGREEMENT**  
**Preschool Related Services & Evaluations**

---

**AGREEMENT FOR CONTRACTOR SERVICES**

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between:

**DEPARTMENT OF PUBLIC HEALTH**

hereinafter referred to as "AGENCY"  
on behalf of the **COUNTY OF LEWIS**  
a municipal corporation  
7660 North State Street  
Lowville, New York 13367  
hereinafter referred to as "COUNTY"

and

**SOUTH LEWIS CENTRAL SCHOOL**

4264 East Road  
Turin, New York 13473  
hereinafter referred to as "CONTRACTOR/DISTRICT"

This agreement is for the provision of Related Services, Special Education Itinerant Teacher (SEIT), one on one aid, transportation of Preschool children to a Special Class in an Integrated Setting and Evaluations to preschool children with disabling conditions pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education.

**WITNESS**

WHEREAS, Section 4410 of the New York State Education Law, and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, authorizes, directs and charges the COUNTY to provide payment for related services by a county approved provider to an eligible preschool-aged disabled child, as recommended by the Committee on Preschool Special Education (CPSE), [and indicated within the child's Individualized Educational Plan (IEP)], **AND** approved by the Board of Education from the child's resident school district, with said services to be provided by the appropriately certified and/or licensed professional(s) consistent with the law and regulations.

WHEREAS, the COUNTY has a scarcity of qualified therapists to meet the needs of all preschool students residing in the COUNTY who require said services; and

WHEREAS, the DISTRICT recognizes the benefit to its school age students to have received related services as a preschool child to the extent indicated in the eligible preschool student's IEP; and

WHEREAS, the DISTRICT employs related service therapist(s), teachers and aides and/or censed by the New York State Education Department and is willing to provide evaluations and therapy and teacher and aid services to preschool children residing within the DISTRICT and attending its preschool program in consideration for payment for said services by the

# **PRESCHOOL SPECIAL EDUCATION AGREEMENT**

## **Preschool Related Services & Evaluations**

---

COUNTY.

Now therefore the CONTRACTOR and the COUNTY, for consideration hereinafter mentioned, agree as follows:

### **SECTION I TERMS OF AGREEMENT**

1. This agreement shall be effective from July 1, 2021 through June 30, 2022, and shall automatically renew for one year annual terms, unless terminated by either party upon ninety (90) days prior written notice.
2. The CONTRACTOR will provide any of the following services: Related Services, speech language, physical therapy, occupational therapy Special Education Itinerant Teacher (SEIT), one on one aid, transportation to Preschool Special Class in an Integrated Setting and Evaluations as determined and authorized by the Committee on Preschool Special Education and the Board of Education from the child's resident school district.
3. The CONTRACTOR may utilize a subcontractor. The CONTRACTOR will ensure that the SUBCONTRACTOR complies with all aspects of this contract.

### **SECTION II RESPONSIBILITIES OF CONTRACTOR**

1. CONTRACTOR represents that CONTRACTOR/SUBCONTRACTOR is presently qualified to provide the therapeutic health and/or educational services in the State of New York and agrees to retain all necessary licensure, credentialing and/or registration during the Terms of this Agreement. CONTRACTOR shall, before payment is made for any service, provide to COUNTY a copy of current licensure to practice or, certification by the New York State Education Department for any and all practitioners and/or SUBCONTRACTORS employed by providers who will deliver service to Lewis County Children.
2. CONTRACTOR shall maintain professional liability insurance covering all acts performed by CONTRACTOR/SUBCONTRACTOR pursuant to this agreement in the amount of \$1,000,000.00 per incident and \$3,000,000.00 aggregate and will provide the municipality with proof of coverage. The COUNTY shall not be liable for any claims of malpractice asserted against the CONTRACTOR or SUBCONTRACTOR. The CONTRACTOR shall hold the COUNTY harmless from any and all claims arising from CONTRACTOR'S/SUBCONTRACTOR'S services and the CONTRACTOR shall indemnify the COUNTY in the event of any loss sustained by the COUNTY by reason of such service.
3. CONTRACTOR shall make reasonable efforts to attend CPSE annual review meetings and program reviews as requested by the CPSE Committee Chairperson. An annual progress report will be made available to the CPSE for use at the annual review.
4. All services shall be provided at a site consistent with the law and regulations previously stated.

# PRESCHOOL SPECIAL EDUCATION AGREEMENT

## Preschool Related Services & Evaluations

---

5. The CONTRACTOR/SUBCONTRACTOR shall be required to secure the necessary medical orders before commencing therapy. A copy of the order for service must be forwarded to the COUNTY prior to start of therapeutic or educational intervention.

6. CONTRACTOR shall, at least on a quarterly basis, prepare and submit to the Public Health Offices signed and dated Lewis County claims vouchers. CONTRACTOR will receive Related Services Billing Statement forms directly from the COUNTY Preschool Program. These forms should be attached to the claims vouchers.

A. The following documentation must be included with **each** billing statement:

- (1) Dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation as applicable),
- (2) Documentation that each service session was verified as delivered by the signature of the service provider and the parent/caregiver,
- (3) **Daily session notes for every service rendered,**
- (4) Copy of a physician prescription for therapy services, if required, and
- (5) Dates of coordination of services, if authorized by the CPSE.

B. The attendance listings must be signed and dated by the provider providing the therapeutic and/or educational intervention. The provider will be paid at rates approved by the **New York State Education Department's Program Services Reimbursement Unit - County List of Approved Rates for Related Services**. These rates are established by the NYS Education Department in one-half-hour service blocks.

C. **Progress Reports shall be done quarterly and sent to each child's family.** These reports must also be entered into either the IEP Direct or Clear Track Systems for the particular school district in question. Verification that entry has been made shall be made to the Municipality Representative.

7. Related service providers, who have also been designated by the CPSE as the **Coordinator of Services** must aggregate their service coordination into half hour blocks of time when billing. Billable services may consist of the following:

A. Organizing the scheduling of service delivery by offering recommendations and, if necessary and appropriate, consulting with the CPSE chairperson to resolve organizational and scheduling issues.

B. Sharing appropriate information with other related service providers for the necessary integration of such services.

C. Gathering necessary progress reports and anecdotal information relating to the child's progress from all the related service providers to ensure that the **Coordinator of**



# **PRESCHOOL SPECIAL EDUCATION AGREEMENT**

## **Preschool Related Services & Evaluations**

---

Services has a general knowledge and understanding of the child's progress, as well as any other significant considerations, within each discipline.

D. Attending all meetings of the CPSE after initial placement, including the annual review.

E. Providing, at the request of the CPSE, written information to parents regarding their child's progress.

F. Conducting activities such as telephone conferences or other such communication practices.

8. Payment for each child for coordination of services shall not exceed ten (10) sessions during the school year (September - June) and two (2) sessions during the summer program (July & August). One (1) session, {or service block}, consists of one half hour and will be paid at the approved rate as noted in SECTION II, item #6(B). Period of less than one half-hour block may be aggregated into half hour service blocks for billing purposes.

9. The COUNTY may claim Medicaid reimbursement for services provided to Medicaid eligible children under Section 4410. CONTRACTOR is required to sign a Medicaid Provider Agreement and Reassignment Form which will be placed on file with the COUNTY.

### **SECTION III RESPONSIBILITIES OF COUNTY**

1. COUNTY will ensure that the CONTRACTOR'S service type is noted on the County List of Approved Rates for Related Service {refer to Section II, Item # 6} and that all services have been duly authorized by the CPSE and Board of Education of the school district in which the child resides. Services are not to begin until the school district's Board of Education approval has been received and parental consent has been received.

2. COUNTY shall approve payment of services rendered as approved through the State Education Department's STAC UNIT system.

3. The COUNTY shall reimburse the CONTRACTOR for services rendered under the terms of this Contract in the first instance and at least quarterly upon receipt of vouchers from the CONTRACTOR. No payment shall be required to be made by the COUNTY prior to receipt of a STAC 1 or STAC 5 to show authorization to conduct the therapy or evaluation. In the case of evaluations or re-evaluations, the COUNTY shall pay for such evaluations, re-evaluations upon receipt of the authorization and upon verification that testing information, present levels of performance and updated goals have been entered into IEP Direct or Clear Track Systems for IEP Development.

4. Following submission of a completed claims voucher {refer to Section II, Item # 6} on a monthly basis by CONTRACTOR with the required documentation stated above and conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should funds become unavailable or, should the current Federal and/or New York State funding streams fail to materialize, the COUNTY shall have

**PRESCHOOL SPECIAL EDUCATION AGREEMENT**

**Preschool Related Services & Evaluations**

---

the option to immediately terminate this Agreement upon providing thirty (30) days written notice to the CONTRACTOR. In such event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination. In no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

**SECTION IV  
CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

1. CONTRACTOR recognizes that COUNTY has patient/client information and other proprietary information which are valuable, special and unique assets of COUNTY.
2. CONTRACTOR recognizes that the individuals whose protected health information is disclosed under the agreement are intended third-party beneficiaries of the agreement between COUNTY and CONTRACTOR.
3. CONTRACTOR will not divulge, disclose or communicate in any manner any information to any other third party without prior written consent of the patient or client to whom the protected health information refers.
4. The CONTRACTOR will protect the information and treat it as strictly confidential.
5. If the CONTRACTOR discovers any use of disclosure of the protected health information other than that allowed in the agreement, CONTRACTOR will immediately notify the COUNTY or designee of this fact.
6. CONTRACTOR will abide by the requirements of 45 C.F.R. Section 164, Standards of Privacy of Protected Health Insurance Portability and Accountability (HIPAA) Federal Legislation. A violation of this legislation shall be a material breach of this agreement.

**COUNTY OF LEWIS:**

\_\_\_\_\_  
Lawrence L. Dolhof, Chairman  
Lewis County Board of Legislators

DATE: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## **NOTICE TO ALL VENDORS, CONTRACTORS AND CONSULTANTS**

### **Lewis County Corporate Compliance Policy**

As required by law, Lewis County (the "County") is advising you of its Corporate Compliance Policy. All Lewis County contracts require all vendors, contractors and consultants to comply with all local, state and federal laws, rules and regulations. This notice is intended to draw your attention to recent changes in federal and state law as well as the implementation of Lewis County's Corporate Compliance Plan, which may have an impact on you. Congress recently passed the Deficit Reduction Act Section 6032, which requires certain entities to educate their employees, contractors, and agents about the details of the federal and state false claims statutes and whistleblower protections. Additionally, in 2006, the NYS Legislature enacted Section 363-d of the Social Security Law, requiring all entities participating in Medicaid to establish a program to address the prevention of Medicaid fraud, abuse, and waste.

### **Lewis County's Corporate Compliance Program**

BE ADVISED that the County has established a Corporate Compliance Plan to assure that each of its departments who directly provide medical services and receive federal and state payments for such services, including the Mental Hygiene Department, the Public Health Department, and the Lewis County General Hospital and Residential Health Care Facility, are in compliance with all relevant state and federal laws, rules and regulations. It is the policy of Lewis County to obey all federal and state laws, to implement and enforce procedures to detect and prevent fraud, waste, and abuse with respect to payments to Lewis County from federal or state healthcare programs, and to provide protections for those who report actual or suspected wrongdoing. All employees within each of the affected departments, including management and any contractors or agents, are educated in accordance with the law regarding the federal and state false claims statutes and their role in preventing and detecting fraud, waste, and abuse in federal health care programs.

A complete copy of the Lewis County Corporate Compliance Plan is available on the County's website: <https://www.lewiscounty.org/>

### **False Claims**

BE FURTHER ADVISED that the Federal False Claims Act (31 U.S.C. §§ 3729 – 3733), the Administrative Remedies For False Claims (31 USC Chapter 38 §§ 3801-3812), the New York State False Claims Act (State Finance Law §§187-194), and other New York State statutes concerning false statements or claims make it unlawful for any person, corporation, partnership or other entity to knowingly submit a false claim for payment to a government agency. Persons found responsible for submitting a false claim may be fined and may be liable for up to three times the amount of damages. Additionally, criminal penalties may apply in certain cases.

Employees who report false claims activity are entitled to protection from retaliation in any form.

### **Exclusion Policy**

BE FURTHER ADVISED that individuals who have been convicted of a criminal offense related to

health care or who are listed by a Federal agency as debarred, excluded or otherwise ineligible for participation in any federally funded health care program will not be employed or have another relationship (including contractual) with the County. In addition, individuals who are excluded from participation in the New York State Medicaid program will not be employed or have another relationship (including contractual) with the County.

It is the County's policy to inquire into the background of all job applicants, independent contractors, and consultants with respect to matters relating to any current or prior disciplinary action, investigation, audit or review relating to the provision of health care goods or services, or any claim for reimbursement. The County will query state and federal data bases with respect to potential employees, independent contractors, and consultants and shall review the same at least quarterly for all existing employees, independent contractors and consultants.

BE FURTHER ADVISED, it is also the County's policy to assure that all professional services rendered by or on behalf of Lewis County shall be performed only by persons who have the necessary and appropriate licensing and credentials for such services. Accordingly, all employees, contractors and consultants are expected to maintain all necessary requirements for licensing in their respective professional disciplines to enable them to perform the requested services. Appropriate and thorough licensing checks and credentialing will take place upon initial hire and on an ongoing basis.

### **Conclusion**

Lewis County takes issues regarding false claims and fraud and abuse seriously. We are committed to providing an environment of honesty, integrity, and trust. Employees, management, and contractors or agents of Lewis County are made aware of the laws regarding fraud and abuse and false claims and are encouraged to identify and report concerns.

Any individual with a concern is encouraged to discuss the situation with:

Joan E. McNichol, Lewis County Attorney, Corporate Compliance Officer, (315) 376-5282;  
[joanmcnichol@lewiscounty.ny.gov](mailto:joanmcnichol@lewiscounty.ny.gov)  
Gale Grunert, Compliance Officer, Lewis County General Hospital (315) 376-5608;  
[UR@lcgh.net](mailto:UR@lcgh.net)  
Joe Austin, Compliance Officer, Lewis County Public Health Agency, (315) 376-5453;  
[josephaustin@lewiscounty.ny.gov](mailto:josephaustin@lewiscounty.ny.gov)

Failure to report known violations, failure to detect violations due to negligence or reckless conduct is a punishable offense. All employees, managers, and contractors are encouraged to report Fraud, Abuse, and False Claims to the Lewis County Attorney's Office. In addition, the Office of Medicaid Inspector General (OMIG) has a website with a toll free hotline that makes it easy for whistleblowers to file a complaint.

Thank you for your attention to this important matter.

**COUNTY OF LEWIS  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“**BAA**”) is entered into effective this 1<sup>st</sup> day of July, 2021 (“**Effective Date**”) by and between the County of Lewis o/b/o Lewis County Public Health (“**Covered Entity**”) and South Lewis Central School (“**Business Associate**”) (each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

A. Covered Entity is a “**Covered Entity**” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, (“**HIPAA**”), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (“**HIPAA Regulations**”);

B. Business Associate performs Services for or on behalf of Covered Entity, and in performing said Services; Business Associate creates, receives, maintains, or transmits Protected Health Information (“**PHI**”);

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) (“**the HITECH Act**”) and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Covered Entity, Covered Entity is required under HIPAA to enter into a BAA with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

**AGREEMENT**

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. **“Breach”** shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. **“Designated Record Set”** shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. **“Disclose”** and **“Disclosure”** mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. **“Electronic PHI”** or **“e-PHI”** means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. **“Protected Health Information”** and **“PHI”** mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. **“Security Incident”** shall have the meaning given to such term under 45 C.F.R. § 164.304.

1.7. **“Services”** shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associates which may be in effect now or from time to time (**“Underlying Agreement”**), or, if no such agreement is in effect, the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

1.8. **“Unsecured PHI”** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. **“Use”** or **“Uses”** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. “**Workforce**” shall have the meaning given to such term under 45 C.F.R. § 160.103.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1. Permitted Uses and Disclosures of Protected Health Information Business Associate shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2. Prohibited Marketing and Sale of PHI Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

## 2.5. Reporting Non-Permitted Use or Disclosure

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon request of Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6. Availability of Internal Practices, Books, and Records to Government Business Associate agrees to make its internal practices, books and records relating to



the Use and Disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate agrees to provide to Covered Entity proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Covered Entity has informed Business Associate that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors Business Associate shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such

Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10. Minimum Necessary Business Associate (and its Subcontractors) shall, to the extent practicable, limit its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

### **ARTICLE III TERM AND TERMINATION**

3.1. Term The term of this Agreement shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Covered Entity terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon written notice to Business Associate; or

b. Upon written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured.

#### 3.3. Disposition of Protected Health Information Upon Termination or Expiration

3.3.1. Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity.

3.3.2. If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

#### **ARTICLE IV MISCELLANEOUS**

4.1. Amendment to Comply with Law This BAA shall be deemed amended to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Indemnification Business Associate hereby agrees to indemnify and hold harmless Covered Entity, its affiliates, and their respective officers, directors, managers, members, shareholders, employees and agents from and against any and all fines, penalties, damage, claims or causes of action and expenses (including, without limitation, court costs and attorney's fees) arising from any violation of HIPAA, the HIPAA Regulations, or the HITECH Act or from any negligence or wrongful acts or omissions, including but not limited to failure to perform its obligations, that results in a violation of HIPAA, the HIPAA Regulations, or the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents or members of Business Associate's Workforce.

4.3. Notices Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the

transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.4. Relationship of Parties Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

4.5. Survival The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

Applicable Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

The Parties hereto have duly executed this as of the Effective Date.

For BUSINESS ASSOCIATE Name:

For COVERED ENTITY:

SOUTH LEWIS CENTRAL SCHOOL

COUNTY OF LEWIS

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

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

Print Name: \_\_\_\_\_

Print Name: Lawrence L. Dolhof

Title: \_\_\_\_\_

Title: Chairman, Lewis County BOL

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Notice Address:

Notice Address:

4264 East Road

Rebecca P. Kelly, Program Coordinator

Turin, NY 13473

7785 North State Street, Suite 2

\_\_\_\_\_

Lowville, NY 13367

Attn.: \_\_\_\_\_

Attn.: Lewis County Public Health

Fax: \_\_\_\_\_

Fax: (315) 376-7013

E-Mail: \_\_\_\_\_

E-Mail: [rebeccakelly@lewiscounty.ny.gov](mailto:rebeccakelly@lewiscounty.ny.gov)

# STATEMENT OF MEDICAID REASSIGNMENT

South Lewis Central School District

Name of Contracted Provider

By this reassignment, the above-named contracted provider of services agrees:

1. To reassign all Medicaid reimbursements to the municipality that you contracted with for providing medical services billed under the Preschool Supportive Health Services Program (PSHSP),
2. To accept as payment in full the contracted reimbursement rates for covered services,
3. To comply with all the rules and policies as described in your contract with the municipality, and
4. To agree not to bill Medicaid directly for any services that the municipality will bill for under the PSHSP.

**NOTE:**

Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the Preschool Supportive Health Services Program (PSHSP).

---

Date

---

Contracted Provider's Signature

---

Print Name

## MEDICAID PROVIDER AGREEMENT

### BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH AND THE SERVICE PROVIDERS UNDER CONTRACT WITH THE MUNICIPALITY WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSHSP)

Based upon a request by the MUNICIPALITY (County of Lewis) to participate in the New York State Medicaid PSHSP Program under Title XIX of the Social Security Act,

South Lewis Central School District  
(Organization/Contracted Provider's Name)

will hereinafter be called the Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

Provider's Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ - \_\_\_\_\_

**Memorandum of Agreement**  
**Between the**  
**South Lewis Central School District**  
**And the**  
**South Lewis School Related Personnel**

August 10, 2021

Per the current SRP Contract "Late Run" drivers will be determined by seniority from those who indicate an interest (Article XIII – Miscellaneous – Section 5.3.1a - page 22).

Both the SRP and the District agree that this clause will be modified to the following:

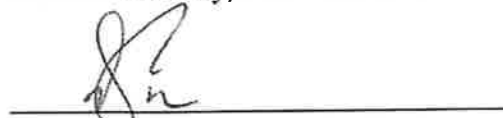
- Late Run drivers will be filled by using two separate rosters. The first or "primary" roster will be comprised of a list of interested drivers who do not have a second or additional job in the District that already gives them additional hours (e.g. monitor, food service, etc.). The "secondary" roster will be comprised of all other interested drivers who are not eligible for the "primary" roster.

Both the SRP and District believe this modification is in the best interest of both the employees and District due to the fact that it allows for more equity in total work hours for bus drivers.

This Agreement shall not be effective unless and until it is approved and ratified by public vote of the Board of Education of the South Lewis School District at the Board's meeting on August 24, 2021.

  
\_\_\_\_\_  
Theresa Garnsey, SRP President

8/13/21  
Date

  
\_\_\_\_\_  
Douglas Premo, Superintendent

8/13/21  
Date