

AGENDA



BOARD OF EDUCATION

September 10, 2020

Beach Street Middle School
17 Beach Street

Due to Governor Cuomo's Executive Order, gatherings are limited to no more than fifty (50) people in regions that have reached Phase Four of reopening, so long as appropriate social distancing and face covering requirements are followed. Attendance at this meeting is on a first-come, first-serve basis and will be by reservation only. Submit reservation requests via email to wi.districtclerk@wi.k12.ny.us Meeting location is subject to change pending any Executive Orders related to the COVID-19 pandemic.

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
September 10, 2020

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the August 25, 2020 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {9/8/2020}
 - B) Finance Committee {9/8/2020}
 - C) Buildings and Grounds Committee {9/8/2020}
 - D) Special Education Committee {9/9/2020}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts 2020-2021
 1. Access 7 Services, Inc. Consultant Services
 2. Bay Shore UFSD Special Education Services
 3. Commack UFSD Special Education Services
 4. Deer Park UFSD Special Education Services
 5. East Moriches UFSD Instructional Services
 6. Syosset CSD Special Education Services
 - C) Approval of 2019-2020 Health Services Contract
 1. South Huntington UFSD ~ \$32,045.39
 - D) Approval of Surplus
 1. Miscellaneous Mathematics textbooks
 - E) Approval of Change Order
 1. VSC Electric Inc. → West Islip High School \$9,400
- X. **PRESIDENT'S REPORT**
 - A) Approval of District Emergency Response Plan
 - B) Approval of ASK US First Amendment to Lease Agreement
 - C) Approval of Masera Contract of Sale
- XI. **SUPERINTENDENT'S REPORT**
- XII. **NOTICES/REMINDERS**
- XIII. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XIV. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- XV. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVI. **CLOSING** - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
August 25, 2020 – Beach Street Library-Media Center

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

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

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve the minutes of the August 13, 2020 Regular Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Kristin Kelly, Assistant Principal, effective September 29, 2020 to September 28, 2024 (High School; \$120,000; replacing D. Mammolito).

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Kerry Rivera, Social Worker, effective September 1, 2020 to August 31, 2024 (High School; Step 1A¹; replacing R. Cutler {retired}).

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

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve TEACHING: ONE (1) YEAR APPOINTMENT: Gina Castaldo, Elementary, effective September 1, 2020 to June 30, 2021 (Manetuck; Step 1A¹; new position).

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve TEACHING: ONE (1) YEAR APPOINTMENT: Cara Douglas, Elementary, effective September 1, 2020 to June 30, 2021 (Paul J. Bellew; Step 1A¹; new position).

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING: ONE (1) YEAR APPOINTMENT: Louis Riley, Elementary effective September 1, 2020 to June 30, 2021 (Manetuck; Step 1A¹; new position).

Appointment is subject to review and approval of agreement memorializing appointment for 2020-2021 school year only.

Motion was made by Peter McCann, seconded by, Anthony Tussie and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Meghan Regan, Teaching Assistant, effective September 1, 2020 to August 31, 2024 (Beach; Step 5; replacing M. Burrows {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Laura Arabito, Health Office Aide, effective August 26, 2020 (High School; Step 1; new position).

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Christine Boschi, Health Office Aide, effective August 26, 2020 (Bayview; Step 1; new position).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Margaret Cioffi, Health Office Aide, effective August 26, 2020 (Paul J. Bellew; Step 1; new position).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Cara Wenk, Health Office Aide, effective August 26, 2020 (Oquenock; Step 1; new position).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Laurie Donnelly-Parsons, Health Office Aide, effective September 1, 2020 (Beach Street; Step 1; change from Special Education Aide).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Donald Lettieri, District Lead Guard, effective August 29, 2020 (\$24.64 hr., plus \$250 weekly stipend; change from guard at high school).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Mayra Castillo, Cafeteria Aide, effective August 12, 2020 (Udall).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Jennifer LaBombard, Biotechnology Aide, effective August 17, 2020 (High School).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Katherine Panaro, Part Time Food Service Worker, effective August 18, 2020 (Beach Street).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: John Ingrassia, Head Custodian, effective November 1, 2020 (20 years).

*Conditional pending fingerprinting

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Margaret Parro, Cafeteria Aide, effective September 2, 2020 (19 years).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Celeste Vasti, Special Education Aide, effective September 2, 2020 (19 years).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: SECURITY CONSULTANT (\$42.63/hr.): Byron McCray, effective August 29, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993-12 week continuous medical coverage): Eric Wodhanil, Custodial Worker I, effective August 10, 2020 – October 10, 2020 (Bayview).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: RESIGNATION: Stephanie Acierno, Preferred Substitute, effective August 20, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: FALL 2020 HIGH SCHOOL COACHES: GIRLS VOLLEYBALL: Jim Klimkoski, Varsity Coach; Tara Annunziata, Assistant Varsity Coach; Gina Giacalone, J.V. Coach.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: EARLY WINTER 2020-2021 HIGH SCHOOL COACHES: GIRLS VOLLEYBALL: Tara Annunziata, 7-8 Udall Coach; Erin Harris, 7-8 Beach Coach. BOYS BASKETBALL: Patrick Tunstead, 7-8 Udall Coach; Christopher Salerno, 7-8 Beach Coach. CHEERLEADING: Lisa Shecter, 7-8 Udall Coach; Jill Bohnaker, 7-8 Beach Coach.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: WINTER 2020-2021 HIGH SCHOOL COACHES: GIRLS BASKETBALL: Christopher Scharf, Varsity Coach; Kristen Doherty, Assistant Varsity Coach; Charles (Kevin) Osburn, J.V.Coach. BOYS BASKETBALL: Thomas Cross, Varsity Coach; Richard Zeitler, Assistant Varsity Coach; John T. Denninger, J.V. Coach. WRESTLING: Nicholas LaGiglia, Varsity Coach; Tom Longobardi, Assistant Varsity Coach; John Ferrara, J.V. Coach; Tyler Walsh, Volunteer Coach Varsity & JV. BOYS SWIMMING: Thomas Loudon, Varsity Coach; Edward Jablonski, Assistant Varsity Coach. BOYS BOWLING: James Farnworth, Varsity Coach. GIRLS BOWLING: Frank Franzone, Varsity Coach. BOYS WINTER TRACK: Anthony Yuli, Varsity Coach; James Dooley, Assistant Varsity Coach. GIRLS WINTER TRACK: Michelle Studley, Varsity Coach; Gregory Ziems, Assistant Varsity Coach. KICKLINE: Jessica Cichy, Varsity Coach. CHEERLEADING: Dina Barone, Varsity Coach, Lauren Brady, Assistant Varsity Coach, Priscilla McBride, J.V. Coach, Nicole Shaw, Assistant J.V. Coach.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: LATE WINTER 2021 MIDDLE SCHOOL COACHES: GIRLS BASKETBALL: Christopher Salerno, 7-8 Udall Coach; Patrick Tunstead, 7-8 Beach Coach. WRESTLING: Robert Ulrich, 7-8 Udall Coach. BOYS VOLLEYBALL: James Klimkoski, 7-8 Udall Coach; Erin Harris, 7-8 Beach Coach.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: ALTERNATIVE SCHOOL INSTRUCTORS 2020-2021:

Jill Culver, Art	1 section/full year
Evelyn Hanlon, Counseling	1 section/full year
Wendy Loddigs, Counseling	1 section/full year
Dina Barone, English	1 section/full year
Linda Gifford, English	1 section/full year
Richard Ippoliti, English	1 section/full year
Anthony Yuli, Health	1 section/full year
Christina Bivona, Math	1 section/full year
Lawrence Sciarrino, Math	1 section/full year
Brian Cameron, Physical Education	1 section/full year
Joseph Nicolosi, Physical Education	1 section/full year
John Guerriero, Psychology	1 section/full year
Rebecca Silva, Psychology	1 section/full year
Brian Daniels, Science	1 section/full year
Ashley Szoyka, Science	1 section/full year
Aron Chizik, Social Studies	1 section/full year
Edward Jablonski, Social Studies	1 section/Fall 2020
Michael Hazelton, Social Studies	1 section/Spring 2021
Eric Rao, Social Studies	1 section/full year
Dennis Montalto, Special Education	1 section/full year

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: AUDITORIUM TECHNICIANS 2020-2021:

Bruce Bockstruck	Leonard LaPinta
Justin DeMaio	Arthur Machowicz
Jesse Fawess	Melissa Senatore
Frank Franzone	John Simone
Ryan Jensen	Joseph Senatore
David Kaufman	Michael Taranto
James Kraiss	Ronald Weber

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: CONCERT HALL MANAGERS 2020-2021:

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

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve Change Order – Laser Industries, Inc. – West Islip High School - \$16,995.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve final contract for Cooperative Educational Services 2019-2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve 2020-2021 Suffolk Auto Driving School Supplemental Agreement.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 7:48 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:40 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Meeting adjourned at 9:40 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 **LEAVE OF ABSENCE** (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Meghan Linderman, Family and Consumer Science
Effective September 1, 2020 – December 9, 2020
(High School)

T-2 **LEAVE OF ABSENCE** (paid)
(Pursuant to FEPSLA)

Jodie Abelson-Sommer, Elementary
Effective September 1, 2020 – September 15, 2020
(Manetuck)

Laura Hill-Primiano, Music
Effective September 8, 2020 – September 21, 2020
(Paul J Bellew)

T-3 **LEAVE OF ABSENCE** (paid)
(Pursuant to EFMLEA)

Laura Hill-Primiano, Music
Effective September 22, 2020 – November 27, 2020
(Paul J Bellew)

CIVIL SERVICE

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

Marie Averso, Bus Driver
Effective August 14, 2020
(Transportation; change start date from September 1, 2020)

*Leif Gundersen, Bus Driver
Effective August 14, 2020
(Transportation; change start date from September 1, 2020)

Yesenia Campos, Bus Driver
Effective August 14, 2020
(Transportation; change start date from September 1, 2020)

Kevin Kazda, Special Education Aide
Effective August 31, 2020
(Paul J. Bellew; change start date from September 1, 2020)

CIVIL SERVICE, continued

CL-2 **PROBATIONARY APPOINTMENT**

Jennifer Gallagher, Cafeteria Aide
Effective September 1, 2020
(Oquenock; Step; replacing M. Parro {retired})

Danielle Kilroy-Laino, Health Office Aide
Effective August 31, 2020
(Manetuck; Step 1; new position)

*Karina McCormack, Special Education Aide
Effective September 1, 2020
(Beach Street; Step 1; replacing L. Donnelly-Parsons)

Catherine Schupak, Special Education Aide
Effective August 31, 2020
(Udall; Step 1; new position)

CL-3 **CHANGE IN TITLE**

Lisa Saake, Health Office Aide
Effective September 1, 2020
(Bayview; Step 8; change from Special Education Aide)

CL-4 **RESIGNATION**

Christine Boschi, Health Office Aide
Effective August 26, 2020
(Bayview)

Danielle Gick, Permanent Substitute Teacher
Effective September 1, 2020
(Beach Street)

Christine Palumbo, Part Time Food Service Worker
Effective August 26, 2020
(High School)

CL-5 **RETIREMENT**

Jo-Ann Brodsky, Senior Office Assistant
Effective December 31, 2020
(37 years)

Barbara Liroso, Bus Driver
Effective December 26, 2020
(24 years)

Marianne Quattrocchi, Senior Account Clerk Typist
Effective December 31, 2020
(34 years)

CIVIL SERVICE, continued

CL-5 RETIREMENT, continued

Dorothy Rabin, Senior Office Assistant
Effective December 31, 2020
(21 years)

CL-6 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993)

Sasha Napoli, School Monitor
Effective September 1, 2020 – November 6, 2020
(High School)

CL-7 LEAVE OF ABSENCE, (unpaid)

Theresa Macario, Cafeteria Aide
Effective September 1, 2020 to June 25, 2021
(High School)

OTHER

ADULT EDUCATION FALL 2020

Jake Caramico (Bitcoin Revolution) \$30/hr
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
Jennifer Friaglia (Zumba) \$35/hr
Phyllis Hintze (Ballroom Dancing) \$30/hr
Evan Levy (Social Security Planning) no fee to West Islip
Sophia Stokkeland (Art Class) \$30/hr
Robert Watts (Introduction to Guitar/Piano) \$30/hr

SUBSTITUTE TEACHER (\$115 per diem)

*Michael McCabe, effective August 31, 2020

MENTOR PROGRAM 2020-2021

Karen McCarthy, Coordinator

ALTERNATIVE SCHOOL 2020-2021

Daniel Marquardt, Co-Coordinator
Paulina Zarokostas, Co-Coordinator

FALL 2020 MIDDLE SCHOOL COACHES

BOYS SOCCER

John Cuiffo, 7-8 Udall Coach

**Conditional pending fingerprinting clearance*

This Agreement is entered into this 1st day of July, 2020, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Access 7 Services, Inc., (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **attached Rate Sheet**.

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

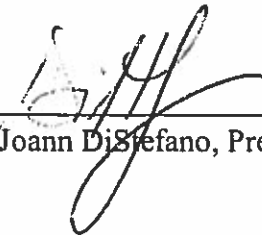
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:



Joann DiStefano, President

BY: _____

Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
ACCESS 7 SERVICES, INC.

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Access 7 Services, Inc., (the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Access 7 Services, Inc.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

*Data will be stored in a password protected computer
Timeout after 5 minutes of non-usage. Stored in
a locked office in a secure building with 24hr
Security cameras the information will be encrypted
all files will be destroyed on 8/31/2021.*

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

ACCESS 7 SERVICES, INC.

WEST ISLIP UFSD

By:  _____

Print Name: Joanne DiStefano

Title: President

Date: 8/1/2020

By: _____

Print Name: Steven D. Gellar

Title: President, Board of Education

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT

This agreement is entered into this _____ day of _____ 2020 by and between the Board of Education of the **Bay Shore UFSD**, (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **75 West Perkal Street, Bay Shore, NY 11706** and the Board of Education of the **West Islip Union Free School District**, (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **100 Sherman Avenue, West Islip, NY 11795**.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this agreement shall be from July 1, 2020 through June 30, 2021 inclusive, unless terminated earlier as provided for in this agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A", incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of

any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

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

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

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

D. **TERMINATION:**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF

RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. **MISCELLANEOUS:**

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

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

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

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive state of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF LOCATION:
Bay Shore Union Free School District

DISTRICT OF RESIDENCE:
West Islip Union Free School
District


By: _____

President of Board of Education
School District

By: _____
President Board of Education
School District

Date: 8/19/20

Date: _____

**TUITION CONTRACT
FOR
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11731 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

WITNESSETH:

WHEREAS, pursuant to Education Law §4402(2)(b), the Sending School District is authorized to contract for special services or programs as the Sending School District shall deem reasonable and appropriate for students with disabilities, and has determined after consideration of the recommendations of the local committee on special education ("CSE") that the Receiving School District is adequate to provide such special education instruction and/or related services; and

WHEREAS, the Receiving School District is a public school district authorized by New York State to conduct, operate and maintain an educational program and provide special education and related services to students with disabilities; and

WHEREAS, the Sending School District is desirous of having the Receiving School District provide such instruction and/or related services to certain students with disabilities residing within the Sending School District; and

WHEREAS, the Receiving School District acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the 2020-2021 school year. The term of this Agreement shall be from September 1, 2020 through June 30, 2021 inclusive, unless earlier terminated as provided in this Agreement.

B. COMPENSATION:

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement. The

Sending School District shall pay the Receiving School District the total estimated tuition as indicated for each student on Confidential Schedule A, which includes Basic Instruction and additional services for 10 months.

2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.
5. The Sending School District acknowledges that it is responsible for the contractual tuition rate set forth in this Agreement as an estimated cost. Actual cost will be calculated and billed to the Sending School District. The Receiving School District acknowledges that the tuition rate is a contractual one not based on NRT or any other state-wide formula. The tuition is not subject to adjustment based upon additional Foundation Aid, High Cost Aid or any other factors.

C. SERVICES AND RESPONSIBILITIES:

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District is responsible for OT and PT as set forth in the student's IEP. These related services are in addition to the tuition and will be billed separately and directly by the contractor to the Sending School District and paid by the Sending School District directly to the contractor.
3. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.

4. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
5. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.
6. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
7. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
8. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty

(30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

F. CONDITIONS:

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. To the fullest extent permitted by law, the Receiving School District shall indemnify, defend (with counsel selected by the Sending School District and reasonably approved by the Receiving School District) and hold harmless the Sending School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Receiving School District's duties hereunder or the action of or the failure to act by the Receiving School District, its representatives, employees, or anyone for whose acts the Receiving School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School

District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(2) shall survive expiration or sooner termination of this Agreement.

3. To the fullest extent permitted by law, the Sending School District shall indemnify, defend (with counsel selected by the Receiving School District and reasonably approved by the Sending School District) and hold harmless the Receiving School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Sending School District's duties hereunder or the action of or the failure to act by the Sending School District, its representatives, employees, or anyone for whose acts the Sending School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(3), the Receiving School District shall promptly notify the Sending School District of such suit, claim or demand, and give the Sending School District an opportunity to defend same and settle same without any cost to the Receiving School District, and shall extend reasonable cooperation to the Sending School District in connection with such defense, which shall be at the expense of the Sending School District. In the event that Sending School District fails to defend the same within thirty (30) days of receipt of notice, the Receiving School District shall be entitled to assume the defense thereof, and the Sending School District shall be liable to repay the Receiving School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(3) shall survive expiration or sooner termination of this Agreement.

G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the Sending School District or the Receiving School District terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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

To the Receiving School District:

Superintendent of Schools
Commack UFSD
Clay Pitts Road
P.O. Box 150
Commack, NY 11725

To Sending School District:

Superintendent of Schools
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the

Receiving School District is entirely responsible for their supervision, work, and compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
5. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
9. This is a negotiated agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney.

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

Sending School District

Receiving School District

By:
President, Board of Education

By: Steven Hartman
President, Board of Education

Date _____

Date _____

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this 1st day of July, 2020 by and between the Board of Education of the **West Islip UFSD School District** (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip New York, and the Board of Education of the **Deer Park School District** (hereinafter the "**RECEIVING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 1881 Deer Park Avenue, Deer Park, New York.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2020 through June 30, 2021**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:

**Full Day Instruction and related services as per attached
Student Information Summary**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice

shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.

4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
11. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT

shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.

12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

18. Insurance

- a. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. Tuition rate will be based on actual costs of education and special education services in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - b. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased

to reflect the adjusted tuition rate for the relevant period of each student's attendance.

2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. **SENDING DISTRICT** agrees to defend, indemnify and hold harmless the **RECEIVING DISTRICT**, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the **SENDING DISTRICT**, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To Sending District:	Elisa Pellati Asst. Supt. for Business West Islip UFSD West Islip, NY 11795
To Receiving District:	James Cummings Asst. Supt. for Pupil Personnel Services 1881 Deer Park Avenue Deer Park, NY 11729
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING DISTRICT

By:

President, Board of Education
West Islip UFSD



By:

President, Board of Education
Deer Park UFSD

INSTRUCTIONAL SERVICES CONTRACT

This Agreement is entered into this 1st day of September, 2020 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from September 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

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

C. SERVICES AND RESPONSIBILITIES:

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

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

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

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

D. REPRESENTATIONS:

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

E. COMPENSATION:

1. The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$9,939.48 per month, but is subject to revision in accordance with the services actually rendered). The amount of such tuition is based upon the RECEIVING SCHOOL DISTRICT'S actual costs to educate such students set forth in the schedule, and upon the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide verification of the actual cost for such tuition.

3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

4. The SENDING DISTRICT shall be responsible for the costs of transporting the students listed in Schedule A to and from the RECEIVING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).

2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.

3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.

4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

3. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES:

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

To Sending District:

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

To Receiving District:

Mr. Daniel McKeon
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

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

K. SEVERABILITY:

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

L. GOVERNING LAW:

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

M. ENTIRE AGREEMENT:

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

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2020 by and between the Board of Education of the **West Islip Public Schools** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip, New York 11795 and the Board of Education of the **Syosset Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at P. O. Box 9029, 99 Pell Lane Syosset, New York 11791.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**: The term of this Agreement shall be from July 1, 2020 through June 30, 2021 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

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

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

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

D. **TERMINATION.**

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

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE:

Ms. Elisa Pellati
Asst. Supt. for Business
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795

To DISTRICT OF LOCATION:

Dr. Joseph LaMelza
Assistant Supt. for Pupil Personnel Services
Syosset Central School District
P.O. Box 9029
Syosset, New York 11791

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it

intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.

10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
School District

By:
President Board of Education
School District

Date _____

Date _____

Issue Date
03/02/2020

SOUTH HUNTINGTON UFSD
ADMINISTRATION BUILDING
60 WESTON STREET
HUNTINGTON STATION, NY 11746-4098

Invoice Number
356-20A



INVOICE

Issued To:
WEST ISLIP PUBLIC SCHOOLS 100 SHERMAN AVE WEST ISLIP, NY 11795
064170

Item Number	Item Description	Amount
	HEALTH SERVICES 2019-2020	
	HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN SOUTH HUNTINGTON UFSD FOR THE 2019-2020 SCHOOL YEAR.	
	ST. ANTHONY'S HIGH SCHOOL - 39 STUDENTS @ \$800.63= \$31224.57 PLUS STUDENT	31224.57
	#202112129 - ATTENDED 9/9/19 - 11/7/19 - 9 WEEKS @ \$20.02= \$180.18	180.18
	#202228607 - ATTENDED 11/8/19-6/30/20 - 32 WEEKS @ \$20.02=\$640.64	640.64
	Invoice Total	\$32045.39

PLEASE MAKE CHECK PAYABLE TO: SOUTH HUNTINGTON UFSD - GENERAL FUND
 IF YOU HAVE ANY QUESTIONS REGARDING ABOVE, PLEASE CALL SUSAN SEDACCA - 631-812-3004

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this first day of July, 2019 by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

W I T N E S S E T H

WHEREAS, South Huntington UFSD is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services to children residing in SENDER and attending a non-public school located in the South Huntington UFSD,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in South Huntington UFSD,

WHEREAS, South Huntington UFSD has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

1. The term of this Agreement shall be from July 1, 2019 through June 30, 2020 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. South Huntington UFSD further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington UFSD understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,

- b. vision and hearing screening examinations,
- c. the taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay South Huntington UFSD the sum of **\$800.63** per eligible pupil for the **2019-2020** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or

indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

PROVIDER: Superintendent of Schools
South Huntington Union Free School District
60 Weston Street, Huntington Station
New York 11746

SENDER: Superintendent of Schools
West Islip UFSD
Corner of Beach Street & Sherman Avenue
West Islip, NY 11795

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and

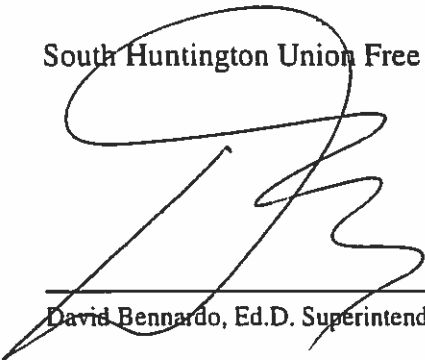
each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the South Huntington UFSD.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

South Huntington Union Free School District

West Islip UFSD



David Bennardo, Ed.D. Superintendent of Schools

Superintendent of Schools

South Huntington Union Free School District

West Islip UFSD

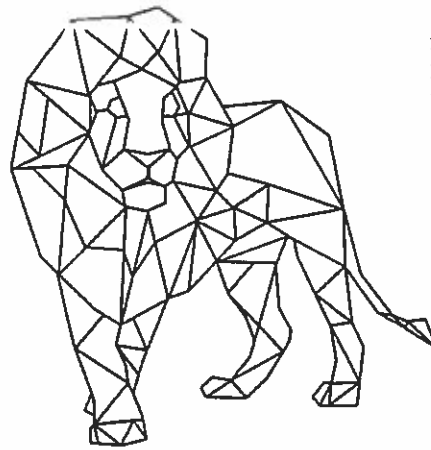


Nicholas Ciappetta, President, Board of Education

President, Board of Education

James R. Grover
Director of Math, Business,
& FACS

West Islip School District
One Lion's Path
West Islip, New York 11795
(631)504-5808



TO: Elisa Pellati
FROM: James Grover
DATE: August 17, 2020
RE: Obsolete Textbooks

I am requesting the surplus of the following old textbooks, which are 15 years old and are now obsolete due to the purchase and adoption of a new series. These books are located in the Business Ed. office.

Glencoe Accounting Textbook
ISBN # 0-02-815004

If you have any questions or concerns, please let me know.

Cc: Dawn Morrison

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM IX. E)
 BUSINESS ITEMS
 SED No. 58-05-09-03-0- RM 9/10/2020
 Project Manager, Josh Staples

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

CHANGE ORDER NUMBER: 4

DATE: July 23, 2020

TO CONTRACTOR: VSC Electric Inc.
 (name, address) 322 3rd Avenue
 Bayport, NY 11705

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: August 2, 2019

CONTRACT FOR: D-W Electrical Work
 (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

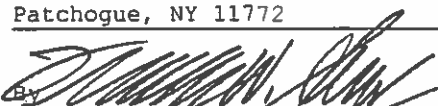
- Owner Request. Furnish and install (16) modified retrofit LED light fixtures with custom yoke. Furnish and install 12" trim to fit existing sloped ceiling adaptor. Furnish and install (16) Lutron LTE wire drivers. Add..... \$9,400.00

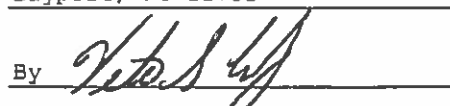
Total Additional Cost \$9,400.00

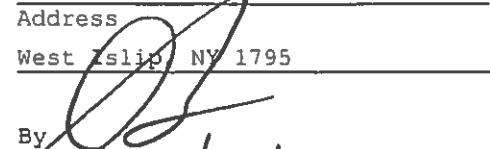
Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 98,250.00
 Net change by previously authorized Change Orders \$ 65,989.73
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 164,239.73
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 9,400.00
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 173,639.73
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT (631) 475-0349
 244 E. Main Street
 Address
 Patchogue, NY 11772
 By 
 Frederick W. Seeba, PE, LEED AP
 Date 07/22/2020

VSC Electric Inc.
 CONTRACTOR (631) 868-7077
 322 3rd Avenue
 Address
 Bayport, NY 11705
 By 
 Date 7/29/2020

West Islip UFSD
 OWNER (631) 930-1530
 100 Sherman Avenue
 Address
 West Islip, NY 1795
 By 
 Date 8/31/20

**WEST ISLIP UFSD
DISTRICT EMERGENCY RESPONSE PLAN**

DRAFT

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

Revised and approved by the Board of Education **/**/2020

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OVERVIEW

INTRODUCTION

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

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

PURPOSE

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

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

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

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

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

DEFINITIONS

Crisis

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

Districtwide Emergency Management Team

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

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

Districtwide Emergency Response Team

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

District Chief Emergency Officer

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

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

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

Building Emergency Coordinator

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

Emergency Response Plan

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

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

Included in the district and building plans shall be:

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

* Confidential information included in Building Emergency Response Plan Only.

Building Emergency Response Teams

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

The responsibilities of the building team shall include to:

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

Command Post

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

These command posts shall be equipped with the following:

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

Incident Commander

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

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

RISK REDUCTION/PREVENTION AND INTERVENTION STRATEGIES

ANNUAL TRAINING

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

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

DRILLS

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

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

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

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

SCHOOL SECURITY

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

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

BUILDING SITE INFORMATION

Each Building Emergency Response Plan will contain site information such as building schematics, school population, location of students/staff with disabilities, number of staff, transportation needs, and telephone numbers of key personnel. Vital school and district information shall be included in emergency "Go Bags" housed within each building in the Principal's Office and/or Health Office or other designated location.

EARLY DETECTION OF POTENTIALLY VIOLENT BEHAVIOR

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

RESPONSES TO VIOLENT BEHAVIOR

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

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

Reporting of incidents

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

Investigation of incidents

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

Post-incident actions

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

Disciplinary Measures

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

EMERGENCY RESPONSE PROTOCOLS

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

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

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

NOTIFICATION AND ACTIVATION

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

INTERNAL COMMUNICATIONS

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

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

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

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

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

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

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

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

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

Other

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

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

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

SITUATIONAL EMERGENCIES

IMPLIED OR DIRECT THREATS OF VIOLENCE

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

ACTS OF VIOLENCE

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

BOMB THREATS

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

CIVIL DISTURBANCE

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

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

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

INTRUSION

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

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

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

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

TAKING OF A HOSTAGE

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

ABDUCTION/MISSING STUDENT

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

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

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

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

MEDICAL EMERGENCIES

EPIDEMIC/PANDEMIC

The problem shall be identified by tracking student/staff absenteeism. Public health officials will be notified of cases within the district. Directives of the local and/or state public health officials, New York State Executive or school physician shall be followed. Students and staff will be encouraged to practice healthy behaviors, and supplies will be provided as necessary. Frequently touched objects will be cleaned often and a school room will be designated for sick students and staff.

FOOD POISONING

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

INDIVIDUAL STUDENT EMERGENCY

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

SCHOOL BUS ACCIDENT

Students shall be relocated away from the danger area if they can be moved. First aid shall be rendered to injured persons. Emergency assistance shall be requested from the police department and fire department. The Superintendent and transportation supervisor shall be notified.

WEATHER-RELATED EMERGENCIES

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

THUNDERSTORM/LIGHTNING STORM

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

WINTER STORM

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

HURRICANE/TROPICAL STORM

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

TORNADO

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

NATURAL DISASTERS

EARTHQUAKE

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

FLOOD

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

TECHNOLOGICAL/CHEMICAL HAZARDS

AIR POLLUTION

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

GAS LEAK

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

HAZARDOUS MATERIALS (OFF SITE)

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

HAZARDOUS MATERIALS (ON SITE)

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

POWER OUTAGE

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

RADIOLOGICAL INCIDENT

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

COMMUNICATION

MEDIA NOTIFICATION

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

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

PARENT NOTIFICATION AND RESPONSIBILITIES

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

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

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

DIRECTORY

DISTRICT – EMERGENCY RESPONSE TEAM

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

OUTSIDE AGENCIES – SUFFOLK COUNTY

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

OUTSIDE AGENCIES – NEW YORK STATE

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

OUTSIDE AGENCIES – FEDERAL

Department of Energy	Radiological assistance	631-282-2200
FEMA	24-hour Hotline	202-898-6100
	On-site coordination	212-225-7209
Occupational Safety & Health (OSHA)		516-334-3344
	24-hour Hotline	1-800-321-6742
Public Affairs		212-225-7707

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