

EDGEMONT UNION FREE SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY

MANAGEMENT PLAN

UPDATED JULY 2023

# DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

# Table of Contents

State Requirements	3
Section I General Considerations and Planning Guidelines	4
Purpose	4
Superintendent's Directive	5
Identification of School Teams	6
District Safety Team	7
Concepts of Operation	8
Plan Review & Public Comment	9
Section II Risk Reduction/Prevention and Intervention	10
Prevention and Intervention Strategies	10
Improving Communication with Students	11
Reporting Threats or Acts of Violence	13
Training, Drills and Exercises	13
Staff Development Training:	15
Proactive Building Security Measures	16
Vital Educational Information	16
Early Detection of Potentially Dangerous Behavior	17
Hazard Identification	18
School Safety Personnel Allocations, Hiring, Duties, and Training	19
Private Security and School Resource Officers	19
Security Allocations	19
Section III Response	21
Notification and Activation - Internal and External Communications	21
Situational Responses	22
Multi-Hazard Response	22
Response Protocols	22
School Cancellation	22
Early Dismissal	22
Evacuation	22
Sheltering Sites (internal and external)	23
Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations	23
Responses to Implied or Direct Threats of Violence	24
Responses to Acts of Violence	25
Protocols For a State Disaster Emergency Involving a Communicable Disease	26
Background	26

Activation	26
Definitions	27
Positions & Titles Deemed Essential	27
Protocols for Non-Essential Employee Remote-Based Work	27
Staggered Schedules & Shifts	28
Personal Protective Equipment	29
Response to Exposure	30
Self-Reporting Exposures and Infections	30
Identification of District Resources Which May Be Available for Use During an Emergency	30
Coordination and School District Resources and Manpower During Emergencies	31
Participating in Unified Command under ICS Principles	31
Assignment of Responsibilities	31
ICS Positions	32
Emergency Remote Instruction	33
Overview	33
Section IV Communication with Others	36
Section V Recovery	39
Continuity of Operations	39
Continuity of Instruction	39
District Support for Buildings	39
Disaster Mental Health Services	40
Appendix 1 - Listing of School Buildings	41
Appendix 2 – Building-level Emergency Response Plans	42
Appendix 3 – Memoranda of Understanding	43
Appendix 3 - Communication Protocols	51
Appendix 4 – District Resources – Contact Information	52
Appendix 5 - List of District Safety and Crisis Response Team	53
Appendix 6 - List of Other Schools	54
Appendix 7 – Section 155.17 Regulation Compliance Reference	56

# STATE REQUIREMENTS

Requirement	Date
The District-Wide School Safety Team was <b>appointed by the Board of Education</b> on:	July 11, 2023
The District Chief Emergency Officer is <sup>1</sup> : Kenneth R. Hamilton, Superintendent of Schools, (914) 472-7768, <u>khamilton@edgemont.org</u> appointed on:	July 11, 2023
The District-Wide School Safety Team conducted <b>annual review and updates</b> to the District-Wide School Safety Plan on: <sup>2</sup>	July 18, 2023
The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education <b>30-day public comment period began on: <sup>3</sup></b>	July 19, 2023
The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education <b>30-day public comment period ended on:</b>	August 22, 2023
At least one <b>public hearing</b> that provided for the participation of school personnel, parents, students, and any other interested parties, was held prior to adoption of the plan. <b>Date of Public Hearing/Adoption:</b> <sup>4</sup>	August 22, 2023
The date the District-Wide School Safety Plan was <b>posted on District Website</b> : <sup>5</sup> <u>https://www.edgemont.org/district/district-safety-plan-clone</u> of District-Wide School Safety Plan on District Website:	August 23, 2023
Date <b>training</b> was provided to staff on <b>Building-level Emergency Response</b> <b>Plans, school violence prevention</b> and <b>mental health by September 15th</b> : <sup>6</sup> September 5, 2023 (EHS faculty/staff), September 6, 2023 (Teacher aides, Greenville & Seely Place faculty/staff), September 12, 2023 (Seely Place faculty/staff)	See note to the left.

<sup>&</sup>lt;sup>1</sup> 155.17(c)(1)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer

<sup>&</sup>lt;sup>2</sup> 155.17(a) Each district-wide school safety plan and building-level emergency response plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed.

<sup>&</sup>lt;sup>3</sup> 155.17(c)(3) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption.

<sup>&</sup>lt;sup>4</sup> 155.17(c)(3) Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties.

<sup>&</sup>lt;sup>5</sup> 155.17(c)(3) Each district shall file a copy of its district-wide safety plan with the commissioner and all amendments to such plan shall be filed with the commissioner no later than 30 days after their adoption.

<sup>&</sup>lt;sup>6</sup> 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health,

provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

# SECTION I GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

#### PURPOSE

Emergencies in schools are defined as undesirable events that occur and have the potential to cause injury or illness to members of our school community or disrupt the orderly educational process. They range from acts of bullying or harassment to catastrophic natural or man-made events. Emergency management is the discipline of dealing with and avoiding risks. It is a discipline that involves preparing for an emergency situation or disaster before it occurs as well as supporting and rebuilding from the emergency after natural or human-made disasters have occurred.

Emergency management in our schools is the continuous process by which our staff, students, administrators, parents, school groups, emergency responders and our community manages hazards in an effort to avoid or mitigate the impact of disasters resulting from hazards. Preventive measures and good planning will reduce the likelihood that emergencies will occur and allow us to address those that do in an expeditious and effective manner.

Districts are required to develop district-wide school safety and emergency management plans designed to prevent and effectively manage such events to minimize the effects of serious incidents and emergencies. These plans also facilitate the coordination of the District with local and county plans and resources when incidents and emergencies occur.

The district-wide plan is responsive to the needs of all schools in the District and is consistent with the more detailed building-level emergency plans. Districts are vulnerable to a wide variety of acts of violence; and natural and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (S.A.V.E.) law. Project S.A.V.E. is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in schools.

The Edgemont Union Free School District supports the S.A.V.E. legislation. As such, the Superintendent of Schools, Board of Education, and the entire District staff encourages and advocates on-going district-wide cooperation in support of Project S.A.V.E.

#### SUPERINTENDENT'S DIRECTIVE

The Superintendent will serve as the District's Chief Emergency Officer (CEO)<sup>7</sup> whose duties shall include, but not be limited to:

- Coordination of the communication between school staff, law enforcement, and other first responders;<sup>8</sup>
- 2. Leading the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans;<sup>9</sup>
- 3. Ensuring staff understanding of the district–wide school safety plan;<sup>10</sup>
- 4. Ensuring the completion and yearly update of building-level emergency response plans for each school building<sup>11</sup> The CEO will require each building principal to maintain a Building-level Emergency Response Plan in compliance with Commissioner of Education Regulation 155.17(2). Each plan should be updated annually with the assistance of the Building Emergency Response Team (BERT). The plan shall provide for lockdown, lockout, sheltering, evacuation, early dismissal, fire and other emergency planning and notification (when necessary) to students and staff, annual drills and exercises, and coordination with local and county emergency preparedness administrators. These plans shall be submitted to the District's Safety Team for annual approval and incorporation into the overall District-wide Safety and Emergency Management Plan.
- 5. Assisting in the selection of security related technology and development of procedures for the use of such technology;<sup>12</sup>
- 6. Coordination of appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan;<sup>13</sup>
- 7. Ensuring the conduct of required evacuation and lockdown drills in all district buildings as required by Education Law section 807;<sup>14</sup> and
- 8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.<sup>15</sup>
- 9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of Section 27-C of the Labor Law.

<sup>&</sup>lt;sup>7</sup> 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

<sup>&</sup>lt;sup>8</sup> 155.17(c)(1)(xix)(a) coordination of the communication between school staff, law enforcement, and other first responders;

<sup>&</sup>lt;sup>9</sup> 155.17(c)(1)(xix)(b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans

<sup>&</sup>lt;sup>10</sup> 155.17(c)(1)(xix)(c) ensure staff understanding of the district-wide school safety plan

<sup>&</sup>lt;sup>11</sup> 155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building

<sup>&</sup>lt;sup>12</sup> 155.17(c)(1)(xix)(e) assist in the selection of security related technology and development of procedures for the use of such technology <sup>13</sup> 155.17(c)(1)(xix)(f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in

the emergency response plan

<sup>&</sup>lt;sup>14</sup> 155.17(c)(1)(xix)(g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807

<sup>&</sup>lt;sup>15</sup> 155.17(c)(1)(xix)(h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner

#### IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation 155.17(b)(13) and NYS Education Law 2801-a<sup>16</sup>. At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District<sup>17</sup>. The Safety Team shall include, but is not limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors.

At the discretion of the board of education, a student may be allowed to participate on the safety team. If the Board appoints or selects a student to participate on the safety team, in accordance with Regulation 155.17(b)(14), no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

The duties of the team shall include the development, review, and update of the District-wide Safety and Emergency Management Plan in compliance with Commissioner of Education Regulation 155.17. The District Safety Team should meet regularly throughout the year to conduct the following business:

- 1. Assess and review the District-wide Safety and Emergency Management Plan annually.
- 2. Make any necessary recommendations regarding emergency operations, planning, procedures, and/or protocols.
- 3. Conduct training sessions as necessary.
- 4. Meet with, oversee, and help guide the Building-level Emergency Response Teams at each school as necessary.
- 5. Meet as needed with the District's Emergency Management Consultant to review protocols and procedures as well as receive training and instruction.
- 6. Meet with local government and emergency service organization officials to develop procedures for obtaining guidance and for emergency situations that exceed the expertise and/or resources of the District. These procedures may then be incorporated into the District's Emergency Management Plan.
- 7. Conduct all other business as deemed necessary.

<sup>&</sup>lt;sup>16</sup> 2801.a(4) Each district-wide school safety team shall be appointed by the board of education, or the chancellor in the case of the city school district of the city of New York, and shall include but not be limited to representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, and other school personnel including bus drivers and monitors.

<sup>&</sup>lt;sup>17</sup> 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, bus drivers and monitors, school safety personnel and other school personnel.

# DISTRICT SAFETY TEAM<sup>18</sup>

TITLE	NAME	OFFICE PHONE	CELL PHONE
Superintendent / Chief Emergency Officer	Kenneth R. Hamilton	914-472-7768	908-501-9297
Assistant Superintendent for Business & Administration	Bryan Paul	914-472-7767	914-552-1071
Director of Pupil Personnel	Jennifer Del Conte	914-472-7769	203-257-5344
Jr./Sr. High School Principal (Edgemont Jr./Sr. High School)	Kyle Hosier	914-725-1500	914-960-4222
Elementary Principal (Seely Place Elementary School)	Eve Feuerstein	914-472-8040	646-232-6236
Elementary Principal (Greenville Elementary School)	Marisa Ferrara	914-472-7760	347-515-5451
Teacher Representative	Michelle Greenwald	914-725-1500	917-744-9620
Support Staff Representative	Victoria Osborne	914-472-7768	914-522-1293
Police Representative	Lt. Brian Matthews Greenburgh PD	914-989-1700	N/A
Parent Representative	Mariquita Blumberg	N/A	914-472-7768
Board Representative	Mariquita Blumberg	N/A	914-472-7768
District Safety Representative	Rosario Renda	914-725-1500	914-403-4077
Technical Assistance/Communication	Paul Garofano	914-725-1500	646-522-4343

<sup>&</sup>lt;sup>18</sup> District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

## CONCEPTS OF OPERATION

- The District-wide School Safety and Emergency Management Plan will be directly linked to individual Building-level Emergency Response Plans for each school. Protocols developed in the District-wide School Safety and Emergency Management Plan will guide the development and implementation of Building-level Emergency Response Plans to ensure continuity of response throughout the district. Representatives from the building teams serve on the district team to further enhance communications between all teams.
- 2. All District building plans have been standardized to the extent possible so that leadership decisions are consistent and leaders may be interchangeable as necessary. The training and expectations set at the district level are applicable to all building team members.
- 3. In the event of an emergency or violent incident, the initial response at an individual school will be by the Building Emergency Response Team. In the event of an emergency, communications protocols are established as follows:
  - A. The Building Emergency Response Team is activated to assess the emergency plan and implement appropriate response strategies.
  - B. The Principal/Incident Commander will notify the Superintendent and apprise them of the situation and develop a communication plan.
  - C. The Superintendent will notify the members of the District Safety Team and other designated officials as deemed necessary.
  - D. Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
  - E. The Principal/Incident Commander may request the assistance of the Superintendent and The District Emergency Response Team in notifying outside agencies for additional assistance.
  - F. These agencies include, but are not limited to the local police, County Sheriff's Department, New York State Police, 911, and County Office of Emergency Management.
  - G. Response efforts may be supplemented by available county and state resources through existing protocols described in the contact processes included in the District's Emergency Response Plan.
- 4. Once the Superintendent and/or their designee are notified, the District Emergency Response Team may be mobilized to respond, and when appropriate, local emergency officials will be notified. All will follow the emergency management protocols and practices outlined in the National Incident Management System (NIMS) and will practice Incident Command System (ICS) techniques to better manage these events.

## PLAN REVIEW & PUBLIC COMMENT

- 1. The District-wide Safety and Emergency Management Plan shall be monitored and maintained by the District Safety Team. The District Safety Team shall review the plan annually before making it available for a 30-day comment period, a public hearing, and, finally, adoption by the Board of Education before September 1st of each year.<sup>19</sup>
- 2. On June 23, 2022, Governor Hochul signed Alyssa's Law, Chapter 227 of the Laws of 2022 (Chapter 227) which became effective immediately. Chapter 227 amends Education Law § 2801-a to require that district-wide school safety teams of public schools, boards of cooperative educational services, and county vocational education extension boards consider the usefulness of silent panic alarm systems when reviewing and amending district-wide safety plans.<sup>20</sup>
- 3. Building-level Emergency Response Plans shall be confidential and not subject to disclosure under Article 6 of the Public Officers Law or any other provision of law in accordance with Education Law Section 2801-a.
- 4. Full copies of the District-wide Safety and Emergency Management Plan and any amendments will be submitted to the New York State Education Department on or before September 1st of each year or within 30 days of adoption.
- 5. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(3).<sup>21</sup> This plan will be made available for public comment at least 30 days prior to its adoption.
- Building-level Emergency Response Plans will be supplied to the New York State Police, County Police and all local police departments covering the District, by October 15<sup>th</sup> of each year or within 30 days of adoption.<sup>22</sup>

https://dos.ny.gov/system/files/documents/2022/12/122822.pdf (page 12)

<sup>&</sup>lt;sup>19</sup> 155.17(a) Every board of education of a school district, every board of cooperative educational services and county vocational education and extension board and the chancellor of the City School District of the City of New York shall adopt by July 1, 2001, and shall update by July 1st for the 2002-2003 through the 2015-2016 school years and by September 1st for the 2016-2017 school year and each subsequent September 1st thereafter.

<sup>&</sup>lt;sup>20</sup> 2081-a(2)(f) District-wide school safety teams shall consider, as part of its reviews of the comprehensive district-wide safety plan, the installation of a panic alarm system. For purposes of this paragraph, "panic alarm system" shall mean a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from local law enforcement or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the superintendent of state police and may include one or more of the following: wired panic button or buttons, wireless panic button or buttons or a mobile or computer application; The New York State Register, December 2022,

<sup>&</sup>lt;sup>21</sup> 155.17(c)(3) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption. Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. Each district shall file a copy of its district-wide safety plan with the commissioner and all amendments to such plan shall be filed with the commissioner no later than 30 days after their adoption.

<sup>&</sup>lt;sup>22</sup>Each board of education, chancellor or other governing body or officer shall ensure that a copy of each building-level emergency response plan and any amendments thereto, is filed with the appropriate local law enforcement agency and with the State Police within 30 days of its adoption, but no later than October 15, 2016 and each subsequent October 15th thereafter. Building-level emergency response plans shall be confidential and shall not be subject to disclosure under article six of the Public Officers Law or any other provision of law.

# SECTION II RISK REDUCTION/PREVENTION AND INTERVENTION

# PREVENTION AND INTERVENTION STRATEGIES<sup>23</sup>

The District utilizes a variety of intervention strategies to reduce risk and prevent critical incidents.

- 1. The District utilizes trained multidisciplinary Threat Assessment Teams at each building to evaluate threats and implement the appropriate mitigation strategies. The District provides support and record keeping for the activities of each team.
- 2. Any utilized school safety officers and other security personnel are trained annually with the assistance of one or more of the following collaborative relationships:
  - Emergency Responders
  - Regional BOCES
  - District Consultants
- 3. Training for school staff working in an incident control capacity may include:
  - Individual and group de-escalation techniques
  - Non-violent conflict resolution skills and
  - Peer mediation
- 4. The District may provide de-escalation techniques and nonviolent conflict resolution training to other staff annually. Each building has some staff trained in nonviolent conflict resolution.
- 5. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
- 6. Procedures relating to building security including utilization of staff and security equipment are as follows:<sup>24</sup>
  - 1. All authorized staff members are expected to carry their classroom/office keys/swipe cards at all times.
  - 2. All staff members are expected to wear District-issued photo identification badges.
  - 3. After the designated start time of the school day, each school will be appropriately secured.
  - 4. All visitors must report to each building's designated single point of entry and sign in before proceeding further into the building.

<sup>&</sup>lt;sup>23</sup> 155.17(c)(1)(iii) appropriate prevention and intervention strategies, such as:(a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;(b) nonviolent conflict resolution training programs;(c) peer mediation programs and youth courts; and(d) extended day and other school safety programs

<sup>&</sup>lt;sup>24</sup> 155.17(c)(1)(xi) policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;

- 5. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery. An exception for regular food service deliveries may be made after the vendor has been authorized for the school year.
- 6. The District has executed Memorandums of Understanding (MOU) with Security Providers as required by NYS Regulation.<sup>25</sup>
- 7. Extended day and other school safety programs The district school buildings and facilities provide a valuable resource to our students and community after the conclusion of the school day. The following are strategies are utilized during after-school hours:
  - 1. To the degree possible, access to areas of the school building is limited to only those needed for activities.
  - 2. Some buildings may use a modified point of entry.

The District continually investigates other security measures and conducts staff development training to ensure schools are as safe as possible. Security measures include:

- a. Security personnel
- b. Surveillance cameras
- c. Door-lock (buzzer) entry systems
- d. Portable Radios
- e. Alarm Systems
- f. Keypad or swipe entry systems
- g. Single or limited points of entry

#### IMPROVING COMMUNICATION WITH STUDENTS

Each of the schools within the district provides a wealth of school safety-related initiatives. These programs may include peer mediation, bullying prevention, conflict resolution, social skills development, managing emotions and components of character education. Students are involved in a wide variety of safety activities through both their classes as well as through work with school counselors, social workers, and school psychologists. By October 1st of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.<sup>26</sup>

Each building has established a mechanism for the anonymous reporting of school violence and harassment and has communicated this to students and parents.<sup>27</sup>

<sup>&</sup>lt;sup>25</sup> 155.17(c)(1)(xvi)(a)Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan; and

<sup>&</sup>lt;sup>26</sup> 155.17(g) By October 1 of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.

<sup>&</sup>lt;sup>27</sup> 155.17(c)(1)(xvi) strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth- run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

- **A.** Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, include the following.
  - 1. Youth-run programs,
  - 2. Peer mediation,
  - 3. Conflict resolution,

The school district's Code of Conduct is accessible to parents and students and reviewed with all students at the beginning of the school year. During the review with students, bullying, discrimination, harassment and violations of the Code of Conduct, along with consequences are discussed.

All staff members are trained in recognizing and effectively dealing with these behaviors, as outlined in the Code of Conduct.

In addition, each school has a wide range of programs and supports that impact school safety. These may include offering a variety of clubs, classroom lessons, small group lessons and/or individual counseling sessions, school-wide meetings, morning meetings in classrooms, assemblies, and movement breaks, and a variety of wellness opportunities.

1. Each school shall identify and offer to students programs geared toward prevention and intervention strategies.

- a. The District has developed and will continue to develop programs that encourage student-to-student and student-to-staff communication in each school such as:
  - Social decision making
  - Caring citizens
  - Grade-level meetings with school psychologists
  - In-class visits by school psychologists
  - Personal growth groups led by teachers, guidance personnel and peer leaders
  - Student advocacy program
- b. The procedure for anonymous reporting of threats and acts of violence is:
  - To create an environment where each student feels comfortable reporting a threat or an act of violence,
  - To educate students how to inform staff or law enforcement about threats and acts of violence,
  - To require staff to report all student referrals to the administration for investigation.
- c. Staff training programs needed to meet SAVE requirements.
  - A minimum of two hours of instruction on issues of school safety need to be provided to all employees in 2023-2024.
  - These can/should include but are not limited to: de-escalation training, warning signals for violence, non-violent conflict resolution, emergency response team

training, mediation, mentoring, social-skill development, character education, etc.

#### REPORTING THREATS OR ACTS OF VIOLENCE

Students, staff, parents and others are informed annually about the importance of reporting threats or acts of violence and the procedures of reporting.

The District has developed a system for reporting threats and actual acts of violence. The procedure for reporting is as follows:

- Students are instructed to report threats and acts of violence to staff members.
- Each school has designated a reporting process, which can be done anonymously.
- Staff members are required to report all student referrals to the administration for investigation.
- Staff training programs meet S.A.V.E. requirements. Instruction on issues of school safety is provided to all employees each year.

# TRAINING, DRILLS AND EXERCISES

# Drills and Exercises:<sup>28</sup>

The District will conduct emergency management drills and exercises annually including, but not limited to:

**EVACUATION AND LOCKDOWN DRILLS.<sup>29</sup>** Evacuation and lockdown drills will be conducted during school days in each school within the District with staff and students twelve (12) times annually (September – June). The first eight (8) drills are conducted prior to December 31st of each school year. Eight of all such drills shall be evacuation drills. Four of all such required drills shall be lockdown drills. Prior to the first annual drill, staff shall review emergency response procedures and drill requirements with students during class time. Students are also provided the opportunity to ask questions on any procedure that they are not clear on. The appropriate Fire Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding effective building evacuation in the event of a fire. Four of the required drills must be through use of the fire escapes on buildings *where fire escapes are present* or through the use of identified secondary means of egress.<sup>30</sup> The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the lockdowns drills and offer feedback regarding the effectiveness of these drills. Drills shall be conducted at different times of the school day with at least one of the eight required evacuation drills occurring during a mass gathering event such as lunch or assemblies.

<sup>&</sup>lt;sup>28</sup> 155.17(c)(1)(xiv) procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;

<sup>&</sup>lt;sup>29</sup> EL §807.1 eight evacuation drills and four lock-down drills each year, eight of the required drills must be completed by December 31 each school year

<sup>&</sup>lt;sup>30</sup> EL §807.1 four of the required drills must be through use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress

Instruction in drill procedures, including during lunch periods and assemblies, is conducted annually by staff.<sup>31</sup> At least two additional drills must be held during summer school in buildings where summer school is conducted, one must be held during the first week of summer school.<sup>32</sup>

Prior to the commencement of each school year, the Building-Level Emergency Response Team shall conduct an inventory of any special needs students. Appropriate accommodations for the school year will be incorporated into each Building-Level Emergency Response Plan.

Drills will be monitored by the District-wide Safety Committee in compliance with RESCUE Regulations – Part 155.4(d), annually. It will be done in coordination with local and county emergency responders and preparedness officials. All required staff training provided by the District and BOCES will be completed annually.

Schools will conduct a minimum of eight of the required twelve drills prior to December 31st each year. The Superintendent's designee will monitor progress towards the NYSED mandated drills at each school on or about the 1st of each month, providing status updates to the administration at each school site who have not yet met the mandated number of drills.

The Superintendent's designee will maintain and reconcile records related to the required drills completed at each school site. On or about July 15th of each year, this individual will provide a completely reconciled record of the drill conducted at each school site to the Assistant Superintendent for upload on the NYSED Business Portal. After successful upload, the Superintendent will finalize and certify the submission online. Submissions will be completed no later than July 31st of each year.

Lockdown	4 x year	Police	Time/Police Feedback
Evacuation	8 x year	Police	Time/Police Feedback
Early Dismissal	1 x year	District	Time/parent reunification

TYPE: FREQUENCY: AGENCY INVOLVED: EFFECTIVE MEASURE:

**EARLY DISMISSAL DRILL<sup>33</sup>:** The District will conduct an Early Dismissal drill annually wherein students are dismissed no more than 15 minutes before the normal dismissal time. Parents will be notified of these drills at least one week prior. Transportation Officials and District staff may also take place in conducting and evaluation of this drill. This drill also allows the District to test the usefulness of the communications and transportation system during emergencies.<sup>34</sup>

<sup>&</sup>lt;sup>31</sup> EL §807.1 Pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period or assembly <sup>32</sup> EL §807.1-a at least two additional drills must be held during summer school in buildings where summer school is conducted, one must be held during the first week of summer school.

<sup>&</sup>lt;sup>33</sup> 155.17(h)Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.

<sup>&</sup>lt;sup>34</sup> 155.17(h)(2) Such drills shall test the usefulness of the communications and transportation system during emergencies.

**SHELTER-IN-PLACE AND/OR LOCKOUT DRILLS:** While not required, each school in the District may conduct Shelter-in-Place and/or Lockout drills in addition to those drills required by New York State regulation. The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding the effectiveness of these drills.

In addition to post-drill debriefings conducted by each building-level emergency response team, each building will complete a drill evaluation form that will be submitted to the district-wide safety team for periodic review, which includes observations from the drill as well as any additional feedback obtained from building personnel. Changes to procedures are made as needed. The district-wide safety team should evaluate communications and transportation systems during emergencies.<sup>35</sup>

Each Building-level Emergency Response Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises. The district may opt to conduct functional exercises with emergency response agencies to involve staff, students and parents in realistic drills. The school board will ensure that information about drills be provided in the teacher's manual or handbook.<sup>36</sup>

A summary of drill procedures are detailed in each of the Building-Level Emergency Response Plans.

# STAFF DEVELOPMENT TRAINING:

All general staff will receive training on District-wide procedures as well as specific procedures contained within their respective building-level emergency response plan. This training shall occur prior to September 15<sup>th</sup> of each school year or within 30 days of joining the district. This training will be conducted at a staff development day in August, online or a combination of both.<sup>37</sup>

The District will provide advanced training for each Building-level Emergency Response Team (BERT) and District-wide Safety Team annually. The training will include practices and procedures to educate, evaluate, update and review all Emergency management protocols and procedures the teams perform including, but not limited to Lockdown, Lockout, Evacuation, Shelter-In-Place, Hold-in-Place and Early Dismissal. The District may involve local emergency responders to participate in this training.

Additional training may include and not be limited to:

- De-escalation training
- Warning signals for violence and mental health concerns
- Non-violent conflict resolution
- Student School Emergency Response Procedures Training

<sup>&</sup>lt;sup>35</sup> 155.17(h)(2) Such drills shall test the usefulness of the communications and transportation system during emergencies.

<sup>&</sup>lt;sup>36</sup> EL §807.2 the school board will ensure that information about drills be provided in the teacher's manual or handbook.

<sup>&</sup>lt;sup>37</sup> 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

#### PROACTIVE BUILDING SECURITY MEASURES

- 1. The District buildings use limited points of entry. All doors are locked. Signs are in place directing visitors to sign-in at the reception desk at each school. Main doors are controlled by remote "buzzer" entry during normal school hours.
- 2. All schools have security consultants or office staff members just inside the entrance to each school in the District. These individuals ensure visitor sign-in procedures and help supervise building traffic flow. The building principals are responsible for supervision of the security consultants and other staff.
- 3. Staff members are required to wear visible identification badges.
- 4. Visitors are required to sign in and wear visitor identification.
- 5. Visitor access is limited to specific areas of the school building.
- 6. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery.
- 7. All District schools have fire and intrusion alarm systems.
- 8. The District will review additional security equipment and measures annually and will revise as necessary.
- 9. The Edgemont School District has staff in the high school and middle school buildings who are assigned to monitor entrances and parking lots, patrol hallways, supervise cafeterias, and check restrooms.
- 10. Elementary buildings will have staff at the single entry point.
- 11. All policies and procedures related to school building security will be reviewed annually and revised as necessary.

# VITAL EDUCATIONAL INFORMATION<sup>38</sup>

Information on each building's student and staff, transportation needs, and the telephone numbers of key officials are outlined in each Building-level Emergency Response Plan. The purpose of including such information in the Building-level plan is to ensure coordination or coverage in the event of a serious incident.

<sup>&</sup>lt;sup>38</sup> 155.17(h)(i)Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

## EARLY DETECTION OF POTENTIALLY DANGEROUS BEHAVIOR <sup>39</sup>

This section contains the District policy and procedure for disseminating information regarding early detection of potentially dangerous behavior.

- 1. A "plain language" summary of the District's Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.
- 2. A "plain language" summary of the District's Code of Conduct is mailed or emailed to all parents/guardians of students in the District at the start of each school year, and is disseminated at the time of registration thereafter.
- 3. All new employees will be provided with a copy of the Code of Conduct at the time of hire. All teachers and other staff members will be provided with a copy of the Code of Conduct annually.
- 4. Efforts are made on the building level in each of the District's schools to identify, prevent, and resolve potentially dangerous behavior at the earliest possible stage. Teams meet regularly in each building in order to work with classroom staff in identifying and preventing potentially dangerous behavior. School counselors, school psychologists, school social workers, nurses, outside agencies (when appropriate), administrators, teachers, parents/guardians and students may be involved in this process.
- 5. District students at all grade levels participate in instruction guided by evidence-based violence prevention/intervention programs. Elements of these programs support students in identifying potentially violent or problematic situations with peers and in developing strategies to address these such as reporting to an adult.
- 6. Secondary health curricula incorporate information regarding emotional health, the impact of drugs and alcohol on an individual's behavior, and on responsible decision-making.
- 7. Each of the District's school psychologists/social workers may facilitate counseling groups for identified students around issues related to poor social skills development, managing emotions, and good decision-making.
- 8. Certified and noncertified staff members working with students who have been identified by the Committee on Special Education as being at-risk for engaging in violent behaviors receive annual training in crisis prevention and intervention.

<sup>&</sup>lt;sup>39</sup> 155.17(c)(1)(xii) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, persons in parental relations to students of the school district or board, students and other persons deemed appropriate to receive such information;

9. The District may work in collaboration with building-level and District-wide PTAs to offer parents/guardians information regarding early-warning signs of potentially dangerous and/or violent behavior, as well as a forum to discuss specific parental concerns.

# Police Agencies

The District buildings fall within the jurisdiction of the following police departments:

Agency	<u>Phone Number</u>
Greenburgh Police Department	914-989-1700
Westchester County Police	914-741-4400
New York State Police	914-769-2600

## HAZARD IDENTIFICATION

## Identification of Potentially Dangerous or Hazardous Sites:

Each school will identify and locate areas of potential emergencies in and around its building. The Director of Facilities and building custodians will locate these sites.

- 1. These sites are to include electrical, gas, heating, ventilation, water supply and sewage systems locations and shut-off valves. Local fire department personnel have and will continue to participate in these efforts.
- 2. These sites of potential emergencies will be listed in each Building-level Emergency Response Plan supplied to police, fire, emergency management services, and District personnel.
- 3. Potentially dangerous sites indicated below that are contained within school property and under the jurisdiction of the school district, will be checked regularly and inspected by building safety personnel on a regular schedule, at least annually. They include but are not limited to:
  - Electrical panels/shut-offs
  - Gas lines/shut-off
  - Gas appliances
  - Heating plant
  - Sewage system
  - Structural failure
  - HVAC
  - Water supply/shut-off
  - Chemical storage and cleaning supplies
  - Paper supply storage
  - Industrial arts room
  - Science rooms and labs
  - Isolated areas near the school

- Nearby aqueduct, streams, ponds, rivers (flooding)
- Steep areas near school
- Unprotected exterior gas/electric, air conditioning supplies or equipment
- Playground equipment

# SCHOOL SAFETY PERSONNEL ALLOCATIONS, HIRING, DUTIES, AND TRAINING<sup>40</sup>

# PRIVATE SECURITY AND SCHOOL RESOURCE OFFICERS

This plan includes contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda are consistent with the Code of Conduct, and define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline is delegated to school administration.

# SECURITY ALLOCATIONS

- A. At the <u>elementary and middle school level</u>, there is a single point of entry for visitors at each building and visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a security consultant. Staff in the building all wear district-produced identification badges which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.
- B. At the <u>high school level</u>, there is a single point of entry for visitors, which is staffed during normal school hours by one of several staff members or safety personnel assigned to the High School. Visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a security consultant. Staff in the building all wear district-produced identification badges, which must be worn at all times. In addition, safety personnel are assigned to areas throughout the building.

# Hiring

The interviewing and hiring of safety personnel follows the district's practices for hiring of new staff. All new staff employed by the District must be fingerprinted and security screening by state law.

<sup>&</sup>lt;sup>40</sup> 155.17(c)(1)(xvii) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;

# **Duties and Training**

## **Training Drills and Exercises**

The district will provide annual multi-hazard school training for staff and students under the direction of the building principal. Training and information will be provided to staff at the beginning of each school year. Instruction may include, but is not limited to blood-born pathogens, hazardous materials, school violence prevention and mental health.

#### **Greeters/Secondary School Monitors**

- contracted personnel at the Junior-Senior High School
- buildings are staffed during regular school hours
- primarily responsible for enforcement of the visitor protocols
- perform perimeter patrols
- detection of hazards
- deter and report unlawful activity
- provide escorts for parents and students when needed
- provide student supervision
- check that school procedures are being adhered to
- guide the arrival and dismissal processes
- actively monitor the building and support the staff with student safety and traffic
- members of building-level emergency response teams
- staffed during regular school hours at the high school as well as for special events in the evening and on weekends

# **Required training includes:**

- School violence prevention and intervention training
- Site-specific training including review of all manuals (e.g., school district policies, Code of Conduct, District-wide School Safety Plan, School Handbook, etc).
- Right-to-know training
- Blood borne pathogen training

# SECTION III RESPONSE

#### NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS

#### Internal

After receiving the information from the Incident Commander at the scene, an email will be sent from the Superintendent's office to all administrators and administrative offices alerting them to the nature and status of any incident in the district. The mass communication system may be used to provide information as deemed appropriate by the Incident Commander. Portable radios will also be used when possible.

# External

Anyone with knowledge of an emergency event is encouraged to immediately call 911.

The District's mass communication system will be used to provide information to parents/guardians and emergency contacts. The District website may also be used to provide updated information throughout an incident as deemed appropriate by the Incident Commander. Schools may also use their websites, groups, and hotlines for announcements or updates as directed by the Incident Commander.

When an emergency requires notification of parents and students, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: <u>https://www.edgemont.org/</u>

During an emergency, all contact with the media will be handled either by the Superintendent or their designee. The media and public will be informed and updated as soon as practicable on all developments in statements released by the Superintendent or their designee. Students, staff and parents should refer all questions and requests for information to the Superintendent in order to assure the release of factual and current information. The Superintendent may refer such requests to the Public Information Officer for response.

By definition, emergency events are unforeseen and unpredictable. The safety of students and staff is the primary focus of all activities surrounding an emergency event. Every effort will be made to contact parents and the general public once the situation has stabilized.

#### SITUATIONAL RESPONSES

#### Multi-Hazard Response

In the event of an emergency, a Command Center will be set up at a safe location in collaboration with emergency responders. Each building has specific plans for dealing with a wide range of hazards. Specific response procedures are sensitive in nature and therefore are contained within each confidential building-level emergency response plan.

In each emergency, the building's administrator will contact the District office for assistance. The District office will provide support as appropriate and deemed necessary by the Incident Commander on the scene (i.e., sending additional mental health resources). The Superintendent or their designee will be the sole contact person for releasing information to the media and for communicating the status of the emergency with other District schools, out-of-district schools, private schools, and outside agencies.<sup>41</sup>

#### **Response Protocols**

Written information on emergency response procedures is disseminated to parents, age-appropriate students and staff via email by October 1st annually. This non-sensitive information may also be found on the district website.

#### SCHOOL CANCELLATION

- The Superintendent or their designee will monitor any situation that may warrant a school cancellation and will make the determination to do so.
- The Public Information Officer will activate use of the District's mass communication system.
- The Public Information Officer will contact local media, post the information on the website and social media sites utilized by the District.

#### EARLY DISMISSAL

- The Superintendent or their designee will monitor any situation that may warrant an early dismissal and will make the determination to do so.
- The Operations Chief will designate people to arrange transportation for students.
- The Public Information Officer will activate use of the District's mass communication system.
- The Public Information Officer will contact local media, post the information on the website and social media sites utilized by the District.
- The Liaison Officer will notify each of the building principals.

#### Evacuation

- The Superintendent or their designee will determine the level of the threat.
- The Operations Chief will arrange for student-parent reunification.
- The Safety Officer will clear all evacuation routes and sites prior to evacuation

<sup>&</sup>lt;sup>41</sup> 155.17(c)(1)(xviii) in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster;

• Principal(s) will evacuate all staff and students to prearranged evacuation sites as outlined in building plans. They will report to the superintendent or their designee any missing staff or students.

# SHELTERING SITES (INTERNAL AND EXTERNAL)

- The Superintendent or their designee will determine the level of the threat and communicate with building principal(s) who are affected by the emergency.
- Principal(s) will move all staff and students to pre-arranged sheltering sites as outlined in building plans. They will report any missing staff or students.
- The Logistics Chief will make appropriate arrangements for human needs in the event of a long-term situation.

# Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations<sup>42</sup>

The District has procedures and provides training for emergencies. Specific response steps are confidential and contained within each Building-level Emergency Response Plan. Emergencies include but are not limited to the following situations.

- Abduction
- Armed Intruders / Active Shooters
- Bomb Threats
- Cyber Security Annex
- Early or Alternate Emergency Dismissal
- Explosions
- Fires
- Hazardous Material Incident
- Homeland Security Threats
- Hostage Situations
- Infectious Disease
- Severe Weather
- Student-Made Threats
- Suicidal Students
- Suspicious Package Protocol
- Suspicious Persons

<sup>&</sup>lt;sup>42</sup> 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;

## RESPONSES TO IMPLIED OR DIRECT THREATS OF VIOLENCE<sup>43</sup>

- 1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.
- 2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, or other school personnel including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.
- 3. The district disseminates educational material, including but not limited to emails and formal brochure, encouraging parents and visitors to tell school staff about any direct or implied threat of violence or actual acts of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves.
- 4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.
- 5. Each building has the availability of a Threat Assessment Team. This is a multi-disciplinary team that uses a nationally recognized evidence-based model to evaluate threats and implement the necessary mitigation steps to help prevent a threat from escalation to an act of violence.
- 6. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement.

<sup>&</sup>lt;sup>43</sup> 155.17(c)(1)(i)policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel, including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;

# RESPONSES TO ACTS OF VIOLENCE<sup>44</sup>

- The Principal or their designee will determine whether to contact law enforcement personnel. Threats or actions placing students, staff and others in imminent danger require an immediate LOCKDOWN protocol followed by a call to the police and the District Superintendent (if safe to do so). Violent offenses defined in the S.A.V.E. regulations will also require the involvement of the police.
- 2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.
- 3. The Building-level Emergency Response Team (BERT) consisting of trained staff and school personnel may assist with an Evacuation, Lockout, Shelter-in-Place, Hold-in-Place, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.
- 4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors (including all BERT members) are required to Lockdown in the nearest lockable space and await further instruction, or in some situations, evacuate the campus.
- 5. Procedures for contacting parents, guardians and persons in parental relation to students in the event of a violent incident or early dismissal are detailed in each building-level emergency plan. The use of the District's mass communication system is typically utilized.
- 6. Aggressively dangerous and violent students, staff or visitors shall be managed as outlined by the procedures detailed in the district Code of Conduct.
- 7. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.
- 8. School administrators must keep records of serious threats and acts of violence and report them annually to the state.
- 9. Prompt contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in each Building-Level Emergency Response Plan.<sup>45</sup>
- 10. The district has a zero-tolerance policy for acts of school violence.

<sup>&</sup>lt;sup>44</sup> 155.17(c)(1)(ii) policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors and visitors to the school, including consideration of zero-tolerance policies for school violence;

<sup>&</sup>lt;sup>45</sup> 155.17(c)(1)(iv) policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;

**Removing Violent Individuals** 

- a. Aggressively dangerous and violent students should be restrained only by qualified staff (TCI or CPI certified). Police should be called to remove the student.
- b. Violent adults are to be reported immediately, the authorities called removed only by police.
- c. Students and staff should be in lockdown mode when violent people are in the school.

**Reporting Incidents** 

- a. School administrators must keep a record of serious threats and acts of violence and report them annually to the state.
- b. Incidents of violence, serious threats, intimidation etc. may require involvement of police.
- c. District and building administrators are authorized to call police to respond to the threat or act of violence.

# PROTOCOLS FOR A STATE DISASTER EMERGENCY INVOLVING A COMMUNICABLE DISEASE

The following procedures provide a general overview of the District's response to a State Disaster Emergency and may require modification during an actual event based on a number of factors. The District will follow current guidance from the County Department of Health, State Department of Health and the State Education Department related to masking, distancing, quarantines, and other health-related requirements.

#### Background

In September 2020, Governor Cuomo signed legislation that requires all New York State public employers to adopt a plan for operations in the event of a declared state disaster emergency involving a communicable disease. The new legislation will constitute New York State Labor Law <u>Section 27-c</u>, and serve as a response to the effects of the sudden onset of the COVID-19 pandemic in the Spring of 2020. In addition to 27-C, the following section was added to <u>2801-a of the Education Law</u> that required additions to the District Plan.

Education Law - 2801-a (m) - protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section twenty-seven-c of the labor law.

#### ACTIVATION

These protocols have been developed to respond to a public health emergency. Directive shall come from New York State Education Department, New York State Department of Health, Westchester County Department of Health, or other appropriate agency for this protocol to be activated.

#### Definitions

**Essential shall** refer to a designation made that a public employee or contractor is required to be physically present at a work site to perform his or her job. (S8617/A10832 section 1(d), NYS Labor Law Section 27-c (1)(d)).

**Non-essential** shall refer to a designation made that a public employee or contractor is not required to be physically present at a work site to perform his or her job. (S8617/A10832 section 1(e), NYS Labor Law Section 27-c (1)(e)).

**Communicable disease** shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host. (S8617/A10832 section 1(f), NYS Labor Law Section 27-c (1)(f)).

**Personal protective equipment** shall mean all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons. (S8617/A10832 section 1(a), NYS Labor Law Section 27-c (1)(a)).

#### Positions & Titles Deemed Essential

A listing of all job titles, job descriptions, and a determination regarding whether the role is deemed essential in the event of a state-ordered reduction of in-person workforce can be accessed <u>here</u>.

"Essential" shall refer to a designation made that the employee is required to be physically present on-site in order to perform his/her/their job. "Non-essential" shall refer to a designation made that an employee is not required to be physically present on-site to perform his/her/their job duties. By declaring an employee essential, we do not imply that intermittent remote-based work may not be appropriate, but rather that as a function of the job, some on-site work is required.

Decisions regarding the frequency, if at all, essential employees will be permitted or asked to work remotely will be up to the discretion of their immediate supervisor in consultation with the Superintendent of Schools.

#### PROTOCOLS FOR NON-ESSENTIAL EMPLOYEE REMOTE-BASED WORK

A listing of all job titles, job descriptions, and a determination regarding whether the role is deemed non-essential in the event of a state-ordered reduction of in-person workforce can be accessed <u>here</u>. Employees deemed non-essential and asked to work remotely will be outfitted with the necessary technological tools to perform their specific duties from an alternate work environment. This includes, upon request, the deployment of school-purchased Chromebooks and PC-based laptops to staff working in this environment.

Phone lines will be transferred for all clerical staff members deemed non-essential to the phone number of their choosing.

Non-essential District Office staff requiring access to software applications and servers only accessible through the District network (e.g., nVision) will be provided with PC-based laptops and a VPN (Virtual Private Network) through the LHRIC providing the same level of access and security afforded on campus to our financial and human resource database. At least one, but no more than two, clerical staff members and one administrator from each building will be provided with the same level of access outlined above. All building-level requisitions will be forwarded to the clerical staff member outfitted with nVision access. Budget-builders (e.g., department chairs, teacher leaders, etc.) themselves will not be provided with this level of access.

In an instance in which the operations essential to the functioning of the District Office can not be completed on-site, the District may choose to enact its 'Business Operations Continuity and Disaster Preparedness Plan'. Copies of such plans are held by the Assistant Superintendent and Southern Westchester BOCES LHRIC.

#### STAGGERED SCHEDULES & SHIFTS

Where a mandatory social distance of six-feet cannot be established for all essential staff, administrators will develop a staff rotation or reassign desks/work locations.

In the District Office, a rotation of essential employees will be followed to ensure that no more than fourteen individuals are in-person at one time, with locations determined for each that ensures a minimum of six feet between desks.

At the Junior/Senior High School, we have one clerical member assigned to the Main office. We have a clerical member in her own office who is responsible for attendance. Two clerical employees are assigned to the Counseling Office. These clerical members will be scheduled to work in that space at their desks, with tempered glass partitions, which are more than six feet apart. Our two school nurses occupy the same office, but are greater than six feet apart. Tempered glass has been installed around each of their desks. Our technology team will occupy individual spaces in the library to maintain social distance. The administrators will work in their individual offices alone.

At Greenville Elementary School, the two clerical employees assigned to the Main Office will be scheduled to work in that space at their desks which are more than six feet apart and have been

retrofitted with tempered glass partitions that surround their desks on all sides. The nurse will occupy the Health Office alone. The administrators will work in their individual offices alone. These five individuals and a rotating custodial staff will be the only staff on site and will be able to work under social distancing guidelines.

At Seely Place Elementary School, the two clerical employees assigned to the Main Office will be scheduled to work in that space and the nurse will occupy the Health Office. The administrators will work in their individual offices.

Custodial and Maintenance Staff will be deployed as follows:

EHS Custodial Staff (11 employees) - Two shifts (day and evening). Two employees on day shift with 2-way radio communication to cover campus and maintain daily operational protocols. Nine employees on evening shift (one in each building) with 2-way radio communication to perform end of day cleaning and disinfecting as needed.

Greenville and Seely Custodial Staff (5 employees each school) - Two shifts (day and evening). Two employees on day shift with 2-way radio communication to cover building and maintain daily operational protocols. Three employees on evening shift (one in each section) with 2-way radio communication to perform end of day cleaning and disinfecting as needed.

DW Maintenance Staff (2 employees) - Day shift. Both employees will split up and cover the district with one serving the HS campus and the other covering the elementary schools.

DW Grounds Staff (4 employees) - Day Shift. The employees will report to the garage maintaining six feet distance and pick up their assignments for the day. There will be plenty of room for them to work independently of each other in performance of daily tasks on the school grounds.

#### Personal Protective Equipment

The district will strive for the optimal social distance of six feet at all times, with all persons wearing masks. Essential staff and visitors to our schools will be required to wear face coverings indoors and outside at all times except when expressly permitted to remove them for mask breaks.

Face coverings will be provided to all essential staff, if needed, at no cost. <u>Acceptable face coverings for</u> <u>COVID-19 include</u>, but are not limited to, cloth-based coverings and surgical masks that cover both the mouth and nose.

The district will instruct essential staff on:

- The proper way to wear face coverings
- Washing hands before putting on and after removing their face covering
- Proper way to discard disposable face coverings

The district will have disposable masks for use by those who don't have one at each entrance and will purchase fitted N95 masks and other appropriate PPE for the school health professionals and others who are deemed to medically require additional protection.

Storage of all personal protective equipment (PPE) including, but not limited to disposable masks, plastic face shields, gowns, and N95 masks will be monitored and controlled by the Director of Facilities. Any requests for PPE beyond the disposable masks located at each entrance, should be made via email to both Rosario Renda (Director of Facilities - rrenda@edgemont.org) and Kenneth R. Hamilton (Superintendent of Schools - khamilton@edgemont.org).

# RESPONSE TO EXPOSURE

# Self-Reporting Exposures and Infections

In the event an employee reports testing positive for COVID-19 or other communicable disease or receives a call from the DOH that they have been exposed to a person who tested positive for the same:

• The employee should immediately notify the district by contacting their immediate supervisor.

If there is a declared state disaster emergency involving a communicable disease that involves the Edgemont Union Free School District, all staff, essential and non-essential, will be contacted, and they will be guided by the aforementioned protocols.

**OTHER:** Any other requirements determined by the Department of Health such as contact tracing, testing, physical distancing, hygiene, disinfecting, drill modifications, or mask-wearing.

# IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY<sup>46</sup>

District resources are available in each building and stored in a central location. Each building will designate a Command Post. The list, which is not meant to be inclusive, requires the following items:

- Copy of District-Wide School Safety Plan
- Building-level Emergency Plan
- Quick reference Emergency Management Procedures
- List of emergency telephone numbers
- Building floor plans
- Telephones
- Radio communications
- Weather radio

<sup>&</sup>lt;sup>46</sup> 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;

- Flashlights
- Photocopier
- Computer
- Student rosters
- List of individuals with special needs and specific evacuation plans
- Telephone numbers for parents/guardians Information about emergency needs (e.g. students/staff that require medications, vehicular transportation issues, etc.)
- School and staff census information

# COORDINATION AND SCHOOL DISTRICT RESOURCES AND MANPOWER DURING EMERGENCIES<sup>47</sup>

The District will, as appropriate, utilize all available manpower during an emergency. Within each building, schools may use the Staff All Call response protocol, which quickly summons all available staff members to a staging area for assignments. Coordination of available employees is typically performed by the Principal or their designee. Specific job duties will be assigned based on the type of emergency and in compliance with the appropriate district and building emergency response procedure. Additional district resources may be requested by any building administrator or designee as needed. The Superintendent or their designee will call in all available maintenance and custodial staff to provide support during an emergency as needed. Assistance from outside government agencies may also be requested. A specific list of available resources may be found in Appendix 4 of this plan.

# PARTICIPATING IN UNIFIED COMMAND UNDER ICS PRINCIPLES

# Assignment of Responsibilities

A chain of command consistent with the National Interagency Incident Management System (NIMS)/Incident Command System (ICS) will be used in response to an emergency. Members of the School, Emergency Response Team, will be part of this system. In the event of an emergency, the response team will adopt NIMS/ICS principles based on the size, scope, and character of the emergency.

- 1. All administrators and Building-level Emergency Response Teams members shall complete the incident command training level one.
- 2. All District Emergency Response Team members shall complete incident command training level one and level two.

<sup>&</sup>lt;sup>47</sup> 155.17(c)(1)(viii) except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;

# **ICS** Positions

The number of ICS positions filled will be dependent upon the scope of the incident.

- **Incident Commander** Responsible for the direction of the building response in a building-level emergency (Building Administrator/designee).
- Public Information Officer Compiles and releases information to the news media.
- **Safety Officer** Monitors the response to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- Liaison Represents the District by working with responding agencies (law enforcement, fire department, EMS, utilities, etc.) and other school districts that may be involved in the incident.
- **Incident Log** Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- **Operations** responsible for directing the implementation of action plans and strategies for incident resolution.
- Logistics Responsible for providing all resources (personnel, equipment, facilities and services) required for incident resolution.
- **Planning/Intelligence** Responsible for collecting, evaluating, and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.
- Administration/Finance Responsible for all cost and financial matters related to the incident.

#### EMERGENCY REMOTE INSTRUCTION

#### OVERVIEW

The District may offer eLearning days to students in the event-of-an-emergency condition, including, but not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of a school building, or a communicable disease outbreak.

When making decisions about remote instruction, the District will consult with students, parents, teachers, administrators, community members, and other stakeholders as appropriate. When implementing remote instruction, the District will ensure that it is complying with applicable teaching and learning requirements.

## DEFINITIONS

- A. "Asynchronous instruction" means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher.
- B. "Non-digital and/or audio-based instruction" means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other audio platforms.
- C. "Remote instruction" means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.
  - 1. Remote instruction will encompass synchronous instruction provided through digital video- based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.
  - 2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.
- D. "Synchronous instruction" means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real time.

# Formats and Methods of Remote Instruction

Remote instruction may be delivered through a variety of formats and methods. Determinations about how to best deliver remote instruction will take into account a variety of factors including, but not limited to, the number of students involved, the subject matter, the students' grade levels, and technological resources of both the District and students. Consideration will also be given to whether accommodations need to be made for students with disabilities or English language learners. Each school's Building-level Emergency Response Plan will contain this confidential information in the Continuity of Instruction Plan (COIP) section.

#### INSTRUCTIONAL OPTIONS

The District may engage students in synchronous and asynchronous learning on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction. When remote instruction by digital technology is unavailable, appropriate special accommodations for students will be made to aid their learning.

#### COMPUTER AND CONNECTIVITY ACCESS FOR STUDENTS

The District will ensure that students have the necessary equipment at home to participate in eLearning.<sup>48</sup> No later than June 30th of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on student access to computing devices and access to Internet connectivity on a form and format prescribed by the Commissioner.<sup>49</sup> The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in each school's Building-level Emergency Response Plan.

#### MINIMUM INSTRUCTIONAL HOURS

Remote instruction provided on days when the District would have otherwise closed due to an emergency condition may be counted toward the annual hourly requirement for the purpose of state aid. The Superintendent will certify to the New York State Education Department, on a form prescribed by the Commissioner, that an emergency condition existed on a previously scheduled school day and that the District was in session and provided remote instruction on that day and indicate how many instructional hours were provided on that day and certify that remote instruction was provided in accordance with the District's emergency remote instruction plan.

#### REMOTE INSTRUCTION SUPPORT

As necessary, the District will provide instruction on using remote instruction technology and IT support for students, teachers, and families. The District will also work to ensure that teachers and administrators are provided with professional development opportunities related to designing an effective remote instruction experience.

#### COMPLIANCE WITH DISTRICT POLICIES, PROCEDURES, AND THE CODE OF CONDUCT

Teachers and students are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would for in-person instruction. Examples include, but are not limited to, the District's policies and procedures on non-discrimination and anti- harassment, acceptable use, and copyright. Students will also be required to abide by the rules contained within the *Code of Conduct* at all times while engaged in remote instruction. Violations of the *Code of Conduct* and/or engaging in prohibited conduct may result in disciplinary action as warranted.

<sup>&</sup>lt;sup>48</sup> 155.17(xxi)(a) ensure computing devices will be made available to students

<sup>&</sup>lt;sup>49</sup> 155.17(f)(2) Beginning in the 2022-2023 school year, each chief executive officer shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity

#### PRIVACY AND SECURITY OF STUDENT AND TEACHER DATA

The District will take measures to protect the personally identifiable information of students and teachers from unauthorized disclosure or access when using remote instruction technologies in compliance with law, regulation, and District policy. Examples of these measures include, but are not limited to, minimizing the amount of data shared to only that which is necessary, de-identifying data, and using encryption or an equivalent technical control that renders personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons when transmitted electronically.

## SECTION IV COMMUNICATION WITH OTHERS

Obtaining assistance during emergencies from emergency service organizations and local government agencies<sup>50</sup>

- 1. The district continues to work closely with local police, fire, EMS, and governmental agencies to obtain assistance during emergencies. Representatives helped in the development of this plan, have assisted in emergency drills, and provided technical assistance. Providers have given approval to the district to rely on local personnel, resources, and facilities in emergency situations.
- 2. The district maintains an updated list of local, county, and state agencies and personnel to contact to obtain assistance. The superintendent or their designee will initiate the contact when needed.

#### Responsibility for declaring an emergency

- 1. District wide the responsibility for declaring a District-wide emergency shall rest with the Superintendent or chain of command.
- 2. Individual buildings the responsibility for declaring a building-wide emergency shall rest with the principal or a chain of command.

# Obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law<sup>51</sup>

- 1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed.
- 2. The Edgemont School District has worked closely with local emergency services agencies for support and assistance during emergencies, have included their representatives on our safety planning teams, provided them with pertinent information (ex. Building maps), and have included their personnel in planning and implementing safety-related drills. Providers have given approval to the Edgemont Schools to rely on local personnel, resources and facilities in emergency situations. Our plan provides for accessing emergency mental health services in the event of an emergency or violent incident from SWBOCES and other county, regional, and private mental health agencies.
- 3. For fire, EMT and medical emergencies, we use 911. For violent acts, the district protocol is to notify the law enforcement immediately. The primary responsibility for these calls is the

<sup>&</sup>lt;sup>50</sup> 155.17(c)(1)(v) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

<sup>&</sup>lt;sup>51</sup> 155.17(c)(1)(vi) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

building principal or designee. A call is then made to the superintendent who has the responsibility to notify other key officials.

- 4. The key officials in local government that can help to develop plans and assist in emergency situations as listed in emergency situations are listed in Appendix 4. Key government agencies are listed below:
  - 1. Greenburgh Police Department
  - 2. Greenville Fire Department
  - 3. New York State Police
  - 4. Westchester County OEM
  - 5. Westchester County Police Department
  - 6. EMS Greenburgh Police Department
  - 7. EMT Service Greenville Fire Department
  - 8. Red Cross

# Contacting Parents, Guardians or Persons in Parental Relation to the Students of the District in the Event of a Violent Incident or an Early Dismissal<sup>52</sup>

In the event of violent incidents or crises, or an early dismissal of students, every effort will be made to notify parents. As soon as practical, the Superintendent or their designee shall activate the emergency notification system that will provide relevant information. Parental notification procedures for a student involved in disciplinary situations shall be consistent with the Code of Conduct and New York State law, and shall be presented clearly and concisely to staff and students each year.

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practicable.<sup>53</sup> Administration shall utilize school mental health resources when necessary.

It is the responsibility of all parents and guardians to ensure that emergency contact information for students is always up-to-date and complete.

# Procedures for contacting parents, guardians and persons in parental relation to the students of the district in event of a violent incident or early dismissal are as follows.

- 1. The district procedure for early dismissal and parent notification is as follows:
  - a. Superintendent or his/her designee decides on an early dismissal.
  - b. Central and building administrators are informed.
  - c. Staff and students are informed of closing.
  - d. Superintendent notifies parents as per appendix 1.

<sup>&</sup>lt;sup>52</sup> 155.17(c)(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;

<sup>&</sup>lt;sup>53</sup> 155.17(c)(1)(x) policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;

2. Parents will receive information about the threat or act of violence that determined an early dismissal in their child's school as soon as is practical. This information is limited to information the school is legally permitted to disclose.

# Procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal.

- Emergency dismissals are broadcast as per Appendix 1. Students will be taken home or to secondary drop-off site. Students without access to their home or alternative drop-off sites will be returned to school for temporary sheltering and supervision until parents are available for pick-up. Every effort will be made to contact the parents of these sheltered students.
- 2. Each school will develop an early dismissal plan to include one of the following: staggered dismissal, rapid parent pick-up strategies, student attendance procedures and alternative sheltering sites.

## SECTION V RECOVERY

#### CONTINUITY OF OPERATIONS

This district maintains continuity of operations at both the district and building level to ensure that essential functions continue during an emergency and its immediate aftermath. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of instruction. Specific continuity plans are contained within each Building-level Emergency Response Plan.

#### CONTINUITY OF INSTRUCTION

The District offers a suite of online instructional tools that can be used to support remote instruction and communication. General instructional tools for communicating with students include online services including:

- Google Drive with shared folders
- GSuite (Docs, Sheets, Slides, Forms, Classroom, Sites)
- Gmail

Detailed grade-specific remote instructional procedures are contained within each building-level emergency plan.

*Note: The local public Library online resources are available remotely and can be accessed by students who have a library card.* 

#### DISTRICT SUPPORT FOR BUILDINGS

When the Chief Emergency Officer is notified that an emergency exists, he/she will respond accordingly.

Members of the District Safety Team will assist as needed either at their respective Building Command Posts or by responding where directed by the Incident Commander(s). The District Safety Team will assign such other personnel as deemed necessary to meet the needs of the situation.

The District Safety Team members will remain at their assigned posts until the Incident Commander(s) has determined that the emergency is over, or it is unsafe, or no longer necessary to remain, or need to relocate.

Should the incident involve a single building, at the discretion of the District Safety Team leader in consultation with that building's administrators and Building Emergency Response Team (BERT), other school buildings may be called to support the Building Emergency Response Team in that building.

Should the incident involve multiple buildings, at the discretion of the District Safety Team leader, in consultation with building administrators, additional mental health support from the County Crisis Team and local area hospitals may be solicited to support the Emergency Response Teams in the affected building(s).

In any case, a "debriefing", or post-incident analysis, will be facilitated by the District Safety Team. This process will include a review of the actual incident, the Team's response to the incident, and post-traumatic incident debriefing.

District clinicians (or, mental health professionals from outside agencies if they have been involved) will provide ongoing as-needed support to the Team members, and will monitor post-traumatic stress symptoms in team members. As appropriate, team members may be provided with a referral to EAP and/or with information regarding private mental health providers in the area.

Principal(s) are expected to consult with the District Public Information Officer in composing letters to parents following any emergency. The District's Public Information Officer will assist in sending mass communication messages to affected groups. The District's Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary services following any emergency.

#### DISASTER MENTAL HEALTH SERVICES

The District Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary mental health services following any emergency. District mental health providers may be temporarily reassigned to assist in the recovery process.

## APPENDIX 1 - LISTING OF SCHOOL BUILDINGS

District Office

300 White Oak Lane Scarsdale, NY 10583 Phone: 914-472-7768

#### Edgemont Jr./Sr. High School

200 White Oak Lane Scarsdale, NY10583 Phone: 914-725-1500

#### Greenville Elementary School

100 Glendale Road Scarsdale, NY10583 Phone: 914-472-7760

#### Seely Place Elementary School

51 Seely Place Scarsdale, NY10583 Phone: 914-472-8040

## APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

Due to the sensitive safety and security information contained in each Building-level Emergency Response Plan, these plans are confidential and not available for public dissemination. Copies of plans are maintained at each school building and the District office.

### Appendix 3 – Memoranda of Understanding

Any applicable Memoranda of Understanding relevant to implementation of the District-wide and Building-level Emergency Response Plans are on file in the district office.

Purpose of MOU: The purpose of this Agreement is to formalize and clarify the roles and responsibilities of the District and Allied Universal Security Services.

Services Provided by Agency/Vendor: Security Professional



# SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiary, Universal Protection Service, LLC d/b/a Allied Universal Security Services, which may provide service hereunder within certain states

EDGEMONT WILON FREESCHOOL DIS DEICT

FULL LEGAL NAME OF CLIENT : Friends of Neuberger Museum of Art, Inc. 735 Anderson Hill Rd By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: EDGEMONT UNION, FREE SCHOOL DISTRICT

By: BrugnA. Pun

Name Bryan A. Paul Title: Assistant Superintendent Administration & Business

Address for Notices: 300 White Oak Lane Scardale, New York 10583 UNIVERSAL PROTECTION SERVICE, LP d/b/a Allied Universal Security Services

Name: Gina Henderson Title:Branch Manager Address for Notices: Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428

#### **GENERAL TERMS AND CONDITIONS**

The term of this Agreement shall be for a period of three (3) years beginning on September 1, 2023. This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client within thirty (30) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased based off New York State Prevailing wage rates to Maintain Billing/ Payrate Margins or to Manintain payrates for all personnel if Prevailing wage drops, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to prevailing wage increases. Allied Universal will invoice Client on a monthly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

#### A. Scope of Services

Allied Universal agrees to provide the Services in a professional and 1. diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not been engaged as a security consultant with respect to any location(s).

From time to time, Client may request a change in the Services. Such 2. requested changes will be communicated in writing, will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for Client's termination of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).

The purpose of any inspection at Client's location(s) by Allied Universal 3. is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

#### B. Independent Contractor / Personnel

Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, or including requiring Allied Universal personnel to use force, Client will be responsible for any damages, liabilities, claims or other consequences that may result.

2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with any additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings as required by City, County, State and/or Federal authorities.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity and civil rights law and other applicable employment laws. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision by Client, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") indenitfied in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates or wage estimates included in <u>Exhibit</u> <u>B</u>, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employce allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates,

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in sub-clauses (1)-(4) of Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty (30) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

#### D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain and provide, at its expense, appropriate Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

 Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of security Services at Client's location(s), among others.
 Allied Universal shall maintain Automobile Liability insurance to cover its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services

described in this Agreement, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring for Client vehicles operated by Allied Universal employees in performance of the Services being provided under this Agreement, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operatoina of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services required pursuant to this Agreement, or by other grossly negligent actions or omissions in the performance of those same Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client.

6. Notwithstanding anything contained in this Agreement to the contrary,

should Allied Universal be found liable for any Losses hereunder for any

reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the lesser of: (i) the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal or (ii) Five Thousand Dollars (\$5,000), such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to requests in Section B.5); and/or, b) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services set forth in this Agreement.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any Losses or potential Losses of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss of Client shall be instituted or maintained against Allied Universal by Client unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss of Client shall be instituted or maintained by Client against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### F. Compliance with Laws

Some or all of the physical security guard services identified in this 1. Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason,

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

#### G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall by governed by the laws of the state wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

Allied Universal shall not be responsible for additional expenses and 8. costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sca, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidential Information to the extent it becomes public other than through the action of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to

the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders

expand the liabilities of the parties toward each other or any third party. 14. Allied Universal has not provided any advice or consultation services to Client regarding what may or may not be the proper levels of security staffing, or the methods of security provided by Allied Universal hereby. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals

15. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C;D; E; F and G.

#### EXHIBIT "A"

#### to Agreement Between

#### Allied Universal And

### EDGEMONT UNION FREE SCHOOL DISTRICT

#### LOCATIONS FOR SECURITY SERVICES PROVIDED BY Allied Universal 12 Water Street, White Plains, NY 914-425-0081 845-913-9436

<u>Location</u>	Specify for each location: <u>Armed</u> <u>Unarmed</u>	Hours
Edgemont Jr/Sr High School 200 White Oak Ln, Scarsdale, NY 10583	Unarmed	<ul> <li>80 hours-Security Officer Level II-</li> <li>Security Greeter #1 - Monday - Friday 7:30 a.m. to 3:30 p.m. and</li> <li>Security Greeter #2 - Monday - Friday 8:00 a.m. to 4:00 p.m.</li> <li>For all days that school is in session and includes all days students are required to be in school.</li> </ul>
Greenville Elementary School 100 Glendale Rd, Scarsdale, NY 10583	Unarmed	40 hours-Security Officer Level II– Security Greeter - Monday – Friday 8:00 a.m. to 4:00 p.m.
Seely Place Elementary School 51 Seely Pl, Scarsdale, NY 10583	Unarmed	40 hours-Security Officer Level II- Security Greeter - Monday - Friday 8:00 a.m. to 4:00 p.m.

#### **Description of Services:**

The Services Allied Universal will provide Client pursuant to this Agreement are:

· Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.

• Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The security professional creating the report will be available to explain the incident report during their shift.

· The security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.



The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.



#### EXHIBIT "B"

#### to Agreement Between

#### Allied Universal And

## EDGEMONT UNION FREE SCHOOL DISTRICT

#### **BILLING RATES**

The initial Billing Rates for services shall be as follows:

For Location 1:	Unarmed
Security Professional Regular Rate	\$32.45 Per Hour
Security Professional Overtime Rate	\$48.68 Per Hour
Security Professional Holiday Rate	S48.68 Per Hour

#### Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate Increase.

\* Requested Overtime: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

- <u>ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS</u>. In the event that <Client> requests additional services beyond that listed on Addendum "A" which are received with less than 72 hours notice, such additional services will be billed at the overtime rate. If the request for additional services exceed five percent (5%) of the base contract hours, then the additional services shall be billed at the billable overtime rate regaurdless of the amount of notice given. The billable overtime rates for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
- 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or as otherwise determined by mutual written agreement of the parties, or by applicable collective bargaining agreement.
- 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
- 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this agreement.



## APPENDIX 3 - COMMUNICATION PROTOCOLS

#### **Communication Protocols and Procedures for Parents and Guardians:**

It is extremely important that parents and guardians do their part to ensure that the school district can get in touch with them in an emergency.

Each summer, parents and guardians will receive an "Emergency Contact Form" that lists important information about each student, including parents' phone numbers, email addresses, etc. Parents must review these forms, correct any information that is inaccurate or has changed, and return them to the principal's office as quickly as possible. Information in our database can be changed at any time by calling the principal's office in your child's school.

Different forms of communication are outlined below. Depending on the circumstance you will be informed in a timely manner that is appropriate for the emergency we are facing or one that minimizes unnecessary interruptions in a non-emergency situation:

#### Email

Administrators and teachers periodically send out blast emails containing non-time sensitive information about upcoming events, ongoing school projects, and other issues of concern. Please ensure that the email address that appears on the attached form is correct.

#### <u>Phone</u>

Our contact information lists up to three phone numbers for each parent:

- O Home phone number
- W Work phone number
- C Cell phone number

In the event of a school closing (i.e. a snow day), delayed opening, or early release, we will send out a robo-call to the phone numbers listed on each student's emergency contact form.

#### <u>Text</u>

We will send out texts to parents who "opt in" to receive them whenever school must be closed. Note that FCC regulations prevent us from sending unsolicited texts to parents/guardians. You must opt-in using the following procedure:

- Send a text message to 68453 with the text "optin".
- You may then receive a confirmation message asking you to reply "y" to confirm that you want to receive messages from Edgemont.

Note that standard text messaging rates apply to texts that you receive from this system.

# Appendix 4 – District Resources – Contact Information

TITLE	NAME	OFFICE PHONE
Superintendent of Schools	Kenneth R. Hamilton	914-472-7768
Asst. Superintendent, Business/Emergency Coordinator	Bryan Paul	914-472-7767
Director of Pupil Personnel Services	Jennifer Del Conte	914-472-7769
Asst. Superintendent, Curriculum, Instruction & Assessment	Jeanette Baubles	914-725-7768
Transportation Supervisor	Rosario Renda	914-725-1500
Transportation Company	Ardsley Transportation	914-295-5544
Transportation Company	Royal Coach	914-365-1888
District Clerk	Rosemary Devito	914-472-7767
Director of Facilities	Rosario Renda	914-725-1500
Athletic Director	Anthony DeRosa	914-725-1500
Cafeteria Services	Melvin Fernandez	914-725-1500
Town Supervisor	Paul Feiner	914-989-1540
Greenville Fire Department		914-723-3430
Greenburgh Police Department		914-989-1700
Ambulance - Greenville EMT Service		914-723-3430
White Plains Hospital		914-681-0600
NY-Presbyterian/Lawrence		914-787-1000
Westchester County		
County Executive	George Latimer	914-995-2900.
Emergency Management	Michael Volk	914-231-1684
BOCES Emergency Management	Harold Coles Valerie Cermele	914-937-3820
Public Safety Commissioner	Terrance Raynor	914-864-7900
County Health Dept.	Dr. Sherlita Amler	914-864-7292
Red Cross Emergency Services	914-9	946-6500

APPENDIX 5 -		DISTRICT	SAEETV AI		RESDONSE	Τελλά
APPENDIX J -	LIST OF	DISTRICT	JAFEIY A	ND CRISIS	NESPONSE	LEAIVI

TITLE	NAME	OFFICE PHONE
Superintendent / Chief Emergency Officer	Kenneth R. Hamilton	914-472-7768
Assistant Superintendent for Business & Administration	Bryan Paul	914-472-7767
Director of Pupil Personnel	Jennifer Del Conte	914-472-7769
Jr./Sr. High School Principal (Edgemont Jr./Sr. High School)	Kyle Hosier	914-725-1500
Elementary Principal (Seely Place Elementary School)	Eve Feuerstein	914-472-8040
Elementary Principal (Greenville Elementary School)	Marisa Ferrara	914-472-7760
Teacher Representative	Michelle Greenwald	914-725-1500
Support Staff Representative	Victoria Osborne	914-472-7768
Police Representative	Lt. Brian Matthews Greenburgh PD	914-989-1700
Parent Representative	Mariquita Blumberg	914-472-7768
Board Representative	Mariquita Blumberg	914-472-7768
District Safety Representative	Rosario Renda	914-725-1500
Technical Assistance/Communication	Paul Garofano	914-725-1500

# APPENDIX 6 - LIST OF OTHER SCHOOLS

SCHOOL	TELEPHONE
Greenville Community Church	914-723-1266

#### TRANSPORTATION COMPANY: ARDSLEY TRANSPORTATION - 914-295-5544 ROYAL COACH - 914-365-1888

SCHOOL	TELEPHONE
Bronxville High School	914-395-0500
Eagle Hill	203-622-9240
Leffell Lower School	914-948-3111
Leffell Upper School	914-948-8333
German School of New York	914-948-6513
Hackley School	914-366-2168
Greenburgh Bailey Elementary School	914-948-8107
Masters School	914-479-6400
Riverdale Country School	718-549-8810
The Bridge School	914-937-3800
BOCES Tech Center	914-784-2727
BOCES Occupational Center	914-761-3400
Ardsley HS/MS	914-295-5637
Spire School	203-661-1609
Irvington Middle School	914-269-5312
Windward School	914-949-6968
Atlas School	212-256-0846
Horace Mann	718-432-4000
Rye Country Day School	914-967-1417
Iona Grammar School	914-633-7744

Resurrection School	914-967-1218
Iona Prep	914-632-0714
French American School of NY	914-250-0469
Sacred Heart School	203-531-6500
School of the Holy Child	914-967-5622
Salesian HS	914-632-0248

## APPENDIX 7 – SECTION 155.17 REGULATION COMPLIANCE REFERENCE

- <u>155.17(b)(14)</u> District-wide school safety team means a district-wide team appointed by the board of education. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, school bus drivers and monitors, and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.
- <u>155.17(c)(1)(i)</u> policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;
- <u>155.17(c)(1)(ii)</u> policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence;
- <u>155.17(c)(1)(iii)</u> appropriate prevention and intervention strategies, such as: (a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited; (b) nonviolent conflict resolution training programs; (c) peer mediation programs and youth courts; and (d) extended day and other school safety programs;
- <u>155.17(c)(1)(iv)</u> policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;
- <u>155.17(c)(1)(v)</u> except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;
- <u>155.17(c)(1)(vi)</u> except in a school district in a city having a population of more than one million inhabitants, the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law;
- <u>155.17(c)(1)(vii)</u> except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;
- <u>155.17(c)(1)(viii)</u> except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;
- <u>155.17(c)(1)(ix)</u> policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;
- <u>155.17(c)(1)(x)</u> policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;
- <u>155.17(c)(1)(xi)</u> policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;

- <u>155.17(c)(1)(xii)</u> policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;
- <u>155.17(c)(1)(xiii)</u> policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
- <u>155.17(c)(1)(xiv)</u> procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;
- <u>155.17(c)(1)(xv)</u> the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- <u>155.17(c)(1)(xvi)</u> strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth- run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;
- <u>155.17(c)(1)(xvii)</u> a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;
- <u>155.17(1)(c)(xix)</u> the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: (a) coordination of the communication between school staff, law enforcement, and other first responders; (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; (c) ensure staff understanding of the district-wide school safety plan; (d) ensure the completion and yearly update of building-level emergency response plans for each school building; (e) assist in the selection of security related technology and development of procedures for the use of such technology; (f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan; (g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and (h) ensure the completion and yearly update of building-level the completion and yearly update of building-level the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- <u>155.17(c)(2)(h)</u> Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.
- <u>155.17(h)(i)</u>Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population,

number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.