

8/21/24
• Approved by
BoE Meeting

Administrative Offices
175 Route 32 North
New Paltz, NY 12561

ULSTER BOCES DISTRICT-WIDE SCHOOL SAFETY PLAN

~~2023-2024~~ 2024-2025

INTRODUCTION

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

Ulster County BOCES supports the SAVE Legislation and intends to facilitate the planning process. The Chief Emergency Officer encourages and advocates on-going agency-wide cooperation with and support for Project SAVE. The Chief Emergency Officer is responsible for ensuring this plan is updated annually, that its contents are understood by staff, and coordinates with first responders.

SECTION I: GENERAL CONSIDERATIONS AND PLANNING GUIDES

Purpose

The Ulster County BOCES District-Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Ulster County BOCES Board of Education, the District Superintendent appointed a District-Wide School Safety Team and charged it with the development, maintenance, and update of the District-Wide School Safety Plan. As per the amendments to 155.17, the District-Wide School Safety Plan supersedes the agency's Emergency Management/Disaster Preparedness Plan.

Identification of School Teams

Ulster County BOCES has created a District-Wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, administrators, parent organizations, school safety personnel and other school personnel. The members of the team for ~~2023-2024~~ 2024-2025 are:

- Ms. Barbara Carroll, Board of Education
- Mr. Christopher Farrell, Board of Education
- Mr. Steven Spicer, Board of Education
- ~~TBD~~, Mr. David Thompson, Board of Education
- ~~TBD~~, Ms. Lucy VanSickle, Board of Education
- Dr. Jonah Schenker, District Superintendent
- Ms. Amanda Stokes, Assistant Superintendent for Administration
- ~~Ms. Dr. Jillaine Berardi, Assistant Superintendent Special Education and Pupil Personnel Services~~
Assistant Superintendent for Learning & Design – CITL Programs
- Ms. Sarah Dudley-Lemek, ~~Assistant Superintendent Instructional Services~~ Assistant Superintendent for Learning & Design – Educator Edge
- Mr. Peter Harris, ~~Assistant Superintendent Career & Technical Education and Alternative Education~~
Assistant Superintendent for Learning & Design – Career Pathways Programs

- ~~TBA, Deputy Superintendent~~ Mr. Ed Forgit, Assistant Superintendent for Operations
- Ms. Christina Rutella, Principal, Center for Innovative Teaching & Learning at Port Ewen
- Ms. Gwen Kramer-Gold, Principal, Center for Innovative Teaching & Learning at Anna Devine
- Ms. Tonya Griffiths, Principal, Center for Innovative Teaching & Learning at Mt. Marion
- Mr. Joseph Salamone, ~~Principal, Career & Technical Education Principal—Career Pathways Programs~~
Assistant Director, Career Pathways Programs
- Ms. Amy Storenski, ~~Principal, Mid-Hudson P-Tech~~ Principal, Career Pathways Programs
- Ms. Coleen Macaluso, Assistant Director of Adult Education
- Ms. Jacqueline Berardi, O&M, Administrative Coordinator
- Mr. Victor DeStefano, ~~Supervisor~~ Director of Facilities, Buildings and Grounds
- Mr. James Stoothoff, Environmental Compliance Coordinator
- Ms. Christy Fischer, Environmental Compliance Technician
- Mr. Silas Whittaker, Jr., Director of Technology
- Ms. Tenisha Lane, Financial & Physical Security Services Manager, MHRIC
- Mr. Lawrence McCauley, Dispatcher, Ulster BOCES Transportation
- Bus Drivers and Monitors, Ulster BOCES Transportation
- Ms. Cynthia Pomerantz, School Nurse
- Deputy Justin Watson, School Resource Officer, Center for Innovative Teaching and Learning at Port Ewen
- Deputy Michael Rell, School Resource Officer, Center for Innovative Teaching and Learning at Anna Devine and Mt. Marion
- Lieutenant Chad Storey, Ulster County Sheriff's Department
- Ms. Sarah Dellaventura, Student Services, Specialist I, and President, Ulster BOCES United Employees
- Ms. Jeralyn Perretta, Teacher Aide, and President, Ulster BOCES Teaching Assistants' & Aides' Organization
- Ms. Kerri Ann Sheehy, Teacher and President, Ulster BOCES Teachers' Organization
- ~~Ms. Noelle Zamow~~, TDB Student Services Manager, Mid-Hudson Regional Information Center and President, Ulster County BOCES Management Association
- ~~Mr. Ian Winters~~, TBD, Community Representative
- Student Representative (*Optional*)

Chief Emergency Officer

James Stoothoff is designated as the Ulster BOCES Chief Emergency Office.

Concept of Operations

The District-Wide School Safety Plan is directly linked to the individual Building-Level Emergency Response Plan for each school building. Protocols reflected in the District-Wide School Safety Plan will guide the development and implementation of individual Building-Level Emergency Response Plans.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team. Upon the activation of the School Emergency Response Team, the District Superintendent or his/her designee will be notified and, where appropriate, local emergency

officials will also be notified.

Emergency response efforts may be supplemented by County and State resources through existing protocols. The students transported from Ulster County BOCES to Camp Ramapo will follow the emergency response protocols of the camp administration while at that site.

Plan Review and Public Comment

This plan will be reviewed periodically during the year and will be maintained by the District-Wide School Safety Committee. This plan will be available for public review and comment on the Ulster County BOCES website and approved annually by the Ulster County BOCES Board of Education prior to September 1. A copy of the plan will be available at Ulster County BOCES, Conference Center, Business Office, 175 Route 32 North, New Paltz, NY 12561 and on the Ulster County BOCES website.

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. 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. 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.

Chief Emergency Officer

The school district/BOCES Chief Emergency Officer shall be ICS 100 & NIMS 700 trained. Additional training is recommended. The Chief Emergency Officer shall act as liaison between staff members and first responders. The Chief Emergency Officer shall be responsible for ensuring that staff understand the content, and value of, the district-level safety plan. The Chief Emergency Officer shall also be responsible for ensuring completion and yearly update of building-level emergency response plans. The Chief Emergency Officer will be appointed annually by the Ulster County BOCES Board of Education at the Annual Reorganization Meeting.

SECTION II: RISK REDUCTION/PREVENTION AND INTERVENTION

Risk Reduction/Prevention and Intervention is comprised of activities that are taken prior to an emergency or disaster to eliminate the possibility of the occurrence or reduce the impact, of such emergency if it does occur.

Prevention/Intervention Strategies

Program Initiatives

- The following programs and activities are available to building administrators for improving communication among students and between students and staff and the reporting of potentially violent incidents:

- ___ Non-violent conflict resolution training programs
- ___ Peer mediation programs and youth courts
- ___ Sensitivity Training
- ___ Youth clubs
- ___ Others based on building needs
- ___ Character Education
- ___ Student Performance Team
- ___ Positive Behavior Intervention and Support (PBIS)
- ___ Social Skills Training

Training, Drills, and Exercises

- Ulster County BOCES shall arrange to provide annual multi-hazard school training for staff and students at each educational site. Such training shall include periodic Incident Command Training for administrators and selected faculty members and other multi-hazard training for staff and students as deemed appropriate by the Board of Education and District Superintendent. Training, as required by the Dignity for All Students Act, is provided for all those holding, or applying for, a professional license or certificate (e.g. administrators, supervisors, and teachers). This training is provided to DASA Coordinators via the Ulster County BOCES DASA CO-SER. DASA Coordinators provide training to the teaching staff.
- Ulster County BOCES shall provide notice to parents and those in parental relations regarding drills must be made within one week before each drill.
- Ulster County BOCES shall require that: (1) drills and training be conducted in a trauma-informed, developmentally and age-appropriate manner; (2) drills and training not includes props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other emergency; and (3) students and staff be informed when a school is conducting a drill.
- Ulster County BOCES annually performs twelve (12) fire & emergency drills at each of its K-12 school buildings which are timed and documented for review prior to the annual Fire Safety Inspection. Eight (8) of the twelve (12) drills are evacuation drills, must be conducted between September 1 and December 31 with six (6) being evacuation drills and two (2) being lockdown drills. Between January 1 and June 30 two (2) evacuation drills and two (2) lockdown drills must be conducted. Additionally, one (1) evacuation drill must be conducted within the first week of the summer school session and one (1) lockdown drill must be conducted before the end of the summer school session. Ulster County BOCES participates in the annual Go-Home Early Drill and practices at least one Sheltering Drill per building per school year. The efficacy of these drills is assessed annually by building administrators and teaching staff. Participation in the annual Weather Hazards Awareness Drill, sponsored by the National Weather Service, is also required.
- Ulster County BOCES utilizes Crisis Intervention Specialists for safety and security purposes in school facilities owned by Ulster County BOCES. A brief description of the duties of this job category is given below.

Crisis Intervention Specialist: (1) manages disruptive, assaultive, and out-of-control behaviors and provides physical intervention as required; (2) assists in the classroom when crisis situations require aid and to be on-call for potential crisis situations; (3) refers students as needed for counseling or discipline; (4) coordinates daily activities of the reorientation room; (5) resolves all major daily behavioral incidents and reports to clinical and supervisory staff; (6) completes written behavioral summaries for all suspensions; (7) organizes weekly behavioral phase level program; (8) monitors individual behavioral levels in cooperation with clinical and educational staff.

The minimum qualifications for this position include a high school diploma, at least two (2) years direct experience working with an emotionally disabled population, and crisis intervention training and background. Additional training is required via workshops that provide instruction in relevant disciplines such as proper restraint techniques and the de-escalation of violent incidents. The hiring and screening for this position is performed through the Ulster County BOCES personnel office as per civil service and State Education Department requirements. The administration and teaching staff participate in the hiring process.

- For the ~~2023-2024~~ 2024-2025 school year, Ulster County BOCES will continue to use an appropriately trained School Resource Officer (i.e.: National Association of School Resource Officers (NASRO) and State of New York Police Juvenile Officers Association (SNYPJOA) who will be located at the Center for Innovative Teaching and Learning at Port Ewen. Private security guards are deployed during school hours at ~~both Port Ewen locations~~ Center for Innovative Teaching and Learning (CITL) at Port Ewen, Career and Technical Education Center at Port Ewen, ~~as well as at the~~ Center for Innovative Teaching and Learning (CITL) at Anna Devine sites, and Center for Innovative Teaching and Learning (CITL) at Mt. Marion, and other locations/sites as necessary. Working relationships with county and state police regarding the implementation of school safety and security are well established, including methods of crime scene preservation.

Implementation of School Security

Ulster County BOCES uses the following security procedures in its school buildings: Additional security indicatives are in planning & development.

- Use of properly trained Crisis Intervention Specialists.
- Use of properly trained and certified security guards at all K-12 educational sites.
- Securing those exterior doors not routinely used for student or staff entrance.
- To the extent possible, limiting entrance to the main door of each school building.
- Requiring all visitors to sign in at the main office of each school building.
- Requiring all faculty, staff and adult students to wear identification badges.
- Other security measures as deemed appropriate by the Board of Education and the District Superintendent.
- ~~Utilizing SHARE 911 campus notification system.~~
- Utilizing Lobby Guard visitor management system.

Vital Educational Agency Information

Each individual educational program within Ulster County BOCES collects and maintains vital educational information, i.e. student enrollment, number of staff, etc. (see chart below). Transportation needs are assessed by the Transportation Department in conjunction with agency administrators. Internal divisions (e.g. the Business Office) maintain and update listings of home and business telephone numbers for key personnel throughout the agency and local component school districts.

Location	Contact Person	Phone Number	Enrollment (Updated April 2023 March 2024)	Staff
Center for Innovative Teaching and Learning (CITL) at Port Ewen 319 Broadway, Port Ewen, NY 12466	Christina Rutella Principal	(845)339-8707 Ext. 5001	143 (04/2023)	106
	Rachel Balaban Assistant Principal	(845) 339-8707 Ext. 2350	120	101
	David Goho Assistant Principal	(845) 339-8707 Ext. 2323		
Center for Innovative Teaching and Learning (CITL) at Anna Devine 1372 Old Post Road Ulster Park, NY 12487	Gwen Kramer-Gold Principal	(845) 334-5915 Ext. 2338	72 (04/2023)	104
	Linda Rubin Assistant Principal	(845) 334-5915 Ext. TBD	64	103
Center for Innovative Teaching and Learning (CITL) at Mt. Marion 744 Glasco Turnpike Saugerties, NY 12477	Tonya Griffiths Principal	(845) 344-5930	47	40
	Brigit DiPrime Shelbi Hamilton Assistant Principal	(845) 344-5930	38	49
Career & Technical Education Center at Port Ewen (& Phoenix Academy) 319 Broadway Port Ewen, NY 12466	Joseph Salamone Principal	(845) 331-6680 Ext. 2240	1080 (04/23)	69
	Assistant Director, Career Pathways Program	(845) 331-6680 Ext.2825	1150	68
	Stephen Casa Assistant Principal Supervisor of Workplace Learning	(845) 331-6680 Ext.TBD		
	Allison Ramirez Assistant Principal			
Hudson Valley Pathways Academy SUNY Ulster	Amy Storenski Principal	(845) 688-6117	84	7

491 Cottekill Road Stone Ridge, NY 12484	Principal, Career & Technical Education			
Center for Adult Education at Port Ewen – 319 Broadway Port Ewen, NY 12466	Coleen Macaluso Assistant Director of Adult Education	(845) 331-5050 Ext. 2821	592 575	34 38
Adult Education Ellenville Learning Center, 105 Center St Street Ellenville, NY 12428	Coleen Macaluso Assistant Director of Adult Education	(845) 210-7105	122 101	3 3
Center for Adult Education 521 Boices Lane Kingston, NY 12401	Coleen Macaluso Assistant Director of Adult Education	(845) 633-2296 Cell	44 30	4 1

Ulster County BOCES Office Telephone Numbers (Student-Based)

Name	Mobile Phone	Office Number
Schenker, Jonah	(845) 594-XXXX	(845) 255-3020 (845) 255-1400 Ext. 1221
Stokes, Amanda	(914) 388-XXXX	(845) 255-3010 (845) 255-1400 Ext. 1215
Berardi, Jillaine	(914) 388-XXXX	(845) 255-1400 Ext. 1260
Harris, Peter	(845) 399-XXXX	(845) 255-1400 Ext. 1234
DeStefano, Victor	(845) 476-XXXX	(845) 255-1400 Ext. 1304
Stoothoff, James	(845) 594-XXXX	(845) 255-1400 Ext. 1360
Fischer, Christy	(845) 781-XXXX	(845) 255-1400 Ext. 1361
Storenski, Amy	(845) 750-XXXX	(845) 688-6117 Ext. 2825
Casa, Stephen	(917) 572-XXXX	(845) 331-6680 Ext. 2825
Haviland, Richard (Karl)	(845) 532-XXXX	(845) 339-8707 Ext. 1528
Goho, David	(845) 750-XXXX	(845) 339-8707 Ext. 2323
Balaban, Rachel	(845) 532-XXXX	(845) 339-8707 Ext. 2350
Kramer-Gold, Gwen	(626) 840-XXXX	(845) 334-5915 Ext. 2238
Griffiths, Tonya	(845) 616-XXXX	(845) 334-5930 Ext. 4010
Rutella, Christina	(518) 653-XXXX	(845) 334-8070 Ext. 5001
Salamone, Joseph	(845) 863-XXXX	(845) 331-6680 Ext. 2240
DiPrimo, Brigit	(631) 514-XXXX	(845) 255-1400 Ext. 5022
Hamilton, Shelbi	(845) 674-XXXX	(845) 255-1400 Ext. 5022
Rubin, Linda	(845) 417-XXXX	(845) 334-5930 Ext. 4010
Ramirez, Allison	(845) 764-XXXX	(845) 331-6680 Ext. TBD
McCauley, Lawrence	(845) 519-XXXX	(845) 331-6680 Ext. 1622
Rell, Michael	(845) 399-XXXX	Works Between Buildings
Watson, Justin	(845) 554-XXXX	(845) 339-8707 Ext. 2444

Early Detection of Potentially Violent Behaviors

The early detection of potentially violent student behaviors shall be accomplished through professional development workshops for Ulster County BOCES instructional staff (Ulster County BOCES also employs Behavior Intervention Specialists). These professionals, among other duties, support at risk students to ensure successful adjustment to class by providing them with conflict resolution skills and appropriate communication strategies.

Where a student is deemed by an appropriate staff member to require attention in this area the school principal, teacher representatives, guidance counselor, and/or the CSE Chairperson of the home district in which the student is enrolled shall be notified. Police shall be notified in the event of any crime, violent act, or threat of violence to another. Parents will be notified and family court may also be contacted. If concerns are raised about a student's mental health, parents and school district personnel shall be contacted.

Hazard Identification

Each Ulster County BOCES educational site is evaluated annually (All Hazard Site Assessment) by the Risk Management Department for potential hazards, both on and off school grounds. Such hazards include fire, explosion, chemical spills, biological contamination, and site security. The most recent evaluation was performed on ~~April 19, 2023~~ March 13, 2024. Results of this confidential evaluation are kept on file in the Risk Management office. The next evaluation will take place during ~~April 2024~~ March 2025.

SECTION III: RESPONSE

Notification and Activation (Internal and External Communications)

- In the event of a violent incident, either implied or direct, Ulster County BOCES shall utilize the county's 911 system to contact available law enforcement personnel.
- In the event of an emergency or disaster that may impact school facilities or programs, Ulster County BOCES will use the following means to communicate with all educational facilities within the agency. Ulster County BOCES recently completed an extensive upgrade of its radio communications system that allows site-to-site radio contact, ~~including Camp Ramapo~~.

○ Telephone/Cell Phone	○ Fax/Email
○ Radio Systems	○ Local Media (e.g. WPDH, WBNR, WDST)
○ www.ulsterboces.org	

- In the event of a drill, schools are required to establish procedures regarding notification of parents or persons in parental relations regarding drills.
- In the event of an early dismissal or other event that warrants such action, persons in parental relation shall be notified via one of the following: local media, the use of telephone chains, School Messenger and web postings.

Situational Responses

Multi-Hazard Response Protocols

Ulster County BOCES has developed multi-hazard response plans, based on the Incident Command System and the National Incident Management System (NIMS), for the following emergency situations:

Hazard Category	Type
Civil Disturbance	Bomb Threat Intruder Alert Hostage Taking Kidnapping Physical Assault or Threat
Environmental Emergency	Flood Hazardous Materials Incident Snow/Ice Storm Tornado Warning Thunder/Lightning Storm Fire Explosion Gas Leak
Building Failure	System Failure Structural Failure
Medical Emergency	Sick/Injured Person School Bus Accident Mass Illness/Epidemic Influenza Pandemic

Please see the **Appendix** for an outline of the sequential response action for each emergency situation.

Workplace Violence Prevention Program

Ulster BOCES is committed to the safety and security of our employees. Workplace violence presents a serious safety hazards to our agency, staff and everyone in the workplace.

To that end, Ulster BOCES has developed Policy # 5171; which outlines the details of the Workplace Violence Prevention Program; which at a minimum shall include:

- Evaluating the physical environment
- Developing the Workplace Prevention Program
- Reviewing workplace violence incident reported, if any, and reviewing the effectiveness of the mitigating actions taken

Responses to Acts of Violence: Implied or Direct Threats

- Students and staff of Ulster County BOCES are expected to abide by normal standards of civility as

outlined in the Code of Conduct. In the event of a direct or implied threat, by a student, staff member or visitor, the building administrator should be informed as soon as possible by the threatened individual or other involved party. This includes direct/implied threats of suicide or self-harm by a student. The administrator shall make the appropriate contacts (e.g. crisis intervention, law enforcement, District Superintendent, those in parental relation) based on the nature of the threat.

- The Ulster County BOCES Code of Conduct contains Board of Education Policies and Procedures regarding conduct on school property and is incorporated by reference into this District-Wide Safety Plan.

Acts of Violence

Identify the district policy for communicating potentially violence incidents to parents.

Any act of violence against another, by a student, staff member or visitor, will be not be tolerated by Ulster County BOCES. In the event of such an incident the building administrator or his/her designee shall notify the District Superintendent and law enforcement, where appropriate. If law enforcement is called, the building administrator or his/her designee shall meet with representatives when they arrive on site. Depending on the nature of the emergency, other actions (e.g. evacuation, lockdown) will be taken where appropriate.

Where applicable, require that district -wide school safety plans include information regarding school or district -level behavioral assessment teams or county or regional threat assessment teams.

Arrangements for Obtaining Emergency Assistance from Local Government

When appropriate, Ulster County BOCES will make use of the following local government agencies during emergencies:

Fire, Police, Medical	911
Central Hudson (Gas Odors)	800-942-8274
Congressional Offices	845-331-4466
Department of Environmental Conservation	845-256-3000
Ulster County Family Court	845-340-3600
Poison Control Center	800-336-6997
Ulster County American Red Cross	845-338-7020
Ulster County District Attorney	845-340-3315
Ulster County Emergency Management	845-331-7000
Ulster County Health Department	845-340-3010
Ulster County Highway/Bridge Department	845-340-3100
Ulster County Mental Health Services	845-340-4000
Ulster County Safety Office	845-340-3410

Procedures for Obtaining Advice and Assistance from Local Government Officials

When deemed appropriate, the District Superintendent or his/or designee will contact the appropriate local government agency or agencies for advice or assistance during an emergency situation.

District Resources Available for Use in an Emergency

- Each Ulster County BOCES facility is equipped with resources available for use during emergency situations. These include communication devices, first aid and medical supplies, food/water, fire extinguishers, flashlights, batteries, and emergency phone number lists. Additional resources (e.g. tools, duct tape, hardware) are located in the maintenance shops in both New Paltz and Port Ewen. Each Ulster County BOCES facility can serve as a sheltering site, if required, during most emergencies.
- Ulster County BOCES maintains a fleet of 34 36 vehicles, which are currently in service. The fleet consists of: 3 4 cars (Non-DOT), 8 SUV's, 5 4 Mini-Vans (2 are DOT), 1 Utility Body Trucks (4X4), 1 Dump Body Truck (4X4), 6 7 Pick-Up Trucks, 4 Buses, 1 Utility Van, 3 4 Utility Trailers (not self-Propelled), and 2 Front End Loaders.

Procedures to Coordinate the Use of School District Resources and Manpower during Emergencies

- The use of manpower and resources during an emergency shall be coordinated at each facility by the building administrator or director with direction from the District Superintendent or his/her designee. The coordination of manpower may be further broken down into internal departments or divisions.
- An inventory of resources will be made periodically but no less than annually and following each activation of the Building-Level Safety Plan.

Protective Action Options

A. School Cancellation or Delay

The cancellation or delay of Ulster County BOCES educational programs shall be made by the District Superintendent or designee. The decision to cancel or delay school shall follow the established chain of command.

B. Pivot to remote Instruction

Pivot to remote instruction may be implemented by the District Superintendent or designee in instances when there is a need to cancel school and there are no more emergency days available.

C. Early dismissal

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. an impending blizzard). The decision to dismiss school early shall be made by the District Superintendent or his/her designee. The Ulster County BOCES Transportation Supervisor or designee is then notified to contact component school districts to send their buses to pick up students at the designated time. Persons in parental relation shall be notified via one of the following ways: the local media, the use of telephone chains, School Messenger, and web postings.

D. Emergency Evacuation

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. a hazardous materials spill). The decision to evacuate is made by the building administrator or his/her designee. Once out of the building students will be assembled by class groups, or some other means, and at designated areas to be accounted for by staff members. In some cases, students will be taken to an alternative location off site. All students and staff shall remain outside the building until it has been deemed safe for them to return by local emergency responders and the Ulster County BOCES administration. If the decision is made to dismiss for the day, the conditions of section (b) apply.

E. Sheltering

Sheltering, inside the school, is implemented under conditions when it is safer for students and staff to remain

inside the building than to evacuate or be dismissed early (e.g. a tornado warning). The decision to shelter students on site is made by the building administrator or his/her designee. Where to shelter students and staff on site will depend upon the nature of the emergency. During a high wind advisory or tornado warning, for example, sheltering should take place at the building's lowest level in interior rooms or corridors (preferably away from windows & doors). Other emergencies may call for students and staff to remain where they are (i.e. lockdown). A code or similar system should be in place to inform staff members what actions to take. If the sheltering period is to be extended more than a few hours, arrangements to meet basic human needs (such as toilet facilities, water, and food) must be accounted for.

Food Supplies – During the school year the kitchen in the Center for Innovative Teaching and Learning at Port Ewen has a food supply capable of serving approximately 385 meals per day for a minimum of two days at all times.

- Sheltering off site may be required when students and staff cannot remain in the building or on school grounds but also cannot be dismissed. Such conditions require that an alternative site be available and that a means of moving or transporting students be arranged.

Secondary Sheltering sites have been established at the following locations:

1. Robert R. Graves Elementary School, 345 Mountain View Ave, Port Ewen, NY (CITL and CTE)
2. Rifton Fire Department, 24 Maple St, Rifton, NY (Anna Devine)
3. Town of Esopus' Community Room (Town Hall Building) 284 Broadway, Port Ewen, NY (CITL and CTE)
4. The Center for Performing Arts at Rhinebeck, 661 NY 308 Rhinebeck, NY
5. The Rhinebeck Central School District located at 48 Knollwood Drive, Rhinebeck, NY
6. Mt. Marion (Follows the Saugerties CSD Safety Plan) – Pavilion located in Mt. Marion Park

F. Terrorist Threats & Activities

In the event of terrorist threats or activities, building administrators shall be instructed by the District Superintendent or his/her designee to follow the recommended actions outlined by the NYS Division of Homeland Security and Emergency Services. The actions recommended are based on the level of alert declared by the state and federal governments.

SECTION IV: RECOVERY

The extent of, and need for, disaster or emergency recovery depends in large part upon the nature of the incident. The Ulster County BOCES administration will provide the necessary resources to ensure as smooth a transition back to normal operations as possible following an emergency or violent incident.

- A. Ulster County BOCES will support the Emergency Response Teams and the Post-Incident Response Teams in school buildings affected by emergencies or disasters by providing both financial and logistical support. The agency will also assist these teams by interfacing with relevant regulatory agencies and the media.
- B. The Ulster County BOCES district office, under the direction of the District Superintendent, shall facilitate the coordination of disaster Mental Health Resources by interfacing with the State Emergency Management Office, the NYS Office of Mental Health, and the American Red Cross.
 - Appendix
 - Addendum (Continuation of Operations)
 - Supporting Information

1. School Resource Officer (SRO) Agreement for ~~2023-2024~~ 2024-2025
2. Security Guard Agreement for July 1, 2022 - June 30, 2027
3. Chief Emergency Officer Job Description

APPENDIX

BOMB THREAT

- Evaluate and identify the threat situation. Use Bomb Threat Instruction Form
- Call 911.
- Do NOT use Fire Alarm.
- Notify building administration
- Initiate a Hold in Place Advise All Staff to scan their area for anything unusual or suspicious.
- Custodial Staff and Crisis Staff scan exits for anything suspicious or unusual.
- Scan and clear area that students are to be moved to. If necessary, evacuate the Building. Take student information (football).
- Move students so that they are clear of the building.
- Shut off all radios and cell phones.
- Set up command post.
- Notify District's Superintendent's Office.
- Wait for Emergency Services, inform them and follow their directions.
- Contact Home Schools.
- Contact transportation supervisor.
- If necessary, institute a "Return Home" or "Off Site" plan, or
- Terminate emergency. Resume instruction.

INTRUDER

- Notification to Main Office
- Administrator in charge to Identify and Evaluate situation
- Call 911.
- Immediate Lockdown Procedures announced and followed.
- SRO contacted and to proceed immediately to building involved.
- Contact District Superintendents' office
- Wait for Emergency Services, inform them and follow their directions.

HOSTAGE SITUATION

- Identify and evaluate situation. Who is in the area? Are there any other hazards?
- Call 911.
- Notify building administration
- Contact the District's Superintendent's Office.
- Initiate a lockdown or evacuation.
- Grab FOOTBALL and portable cell phones and radios.
- Check that all students and staff are accounted for.
- Notify parents.
- Set up command post.
- Wait for emergency services. Notify and advise of the situation and follow their instruction.
- Contact Home Schools.
- If necessary, institute a "Return Home" or "Off Site Sheltering" plan, or
- Terminate emergency. Resume instruction.

KIDNAPPING

- Identify and evaluate situation.
- Call 911
- Notify building administration
- Contact the District's Superintendent's office.
- Notify parents.
- Set up command post.
- Wait for police, emergency services. Notify and advise of the situation and follow their instruction.

PHYSICAL ASSAULT OR THREAT

- Staff should assess situation and contact Crisis Intervention who will attempt to break up confrontation and de-escalate situation according to building policy.
- School Resource Office will be notified in the event law-enforcement is needed.
- After controlling situation, notify building administrator for follow-up.
- Call 911 if needed

FLOOD

- Monitor weather radio warnings.
- Contact home schools.
- Review flood plain maps and transportation routes.
- Contact District Superintendent's office.
- Contact transportation supervisor.
- If necessary, institute "Shelter" or "Return Home" plan.

SNOW/ICE STORM

- Monitor weather radio warnings
- Contact home schools.
- Contact District Superintendent's office.
- Contact transportation supervisor.
- If necessary, institute "Shelter" or "Return Home" plan.

HAZARDOUS MATERIALS INCIDENT

- If incident is inside the building move everyone away from the area of the spill/leak and perform a normal building evacuation.
- Call 911.
- Call Risk Management.
- If incident is outside the building initiate a Hold in Place and call 911.
- The facilities department will be notified to shut down all ventilation.
- Wait for police, emergency services and follow their instruction.

TORNADO WATCH/WARNING

- Monitor weather radio warnings
- If tornado watch is issued, continue to monitor weather radio and utilize trained tornado spotters, if available.
- If tornado warning is issued, curtail all outdoor activities and immediately bring all students and staff inside building

- Move staff and students to pre-designated sheltering locations.

THUNDER/LIGHTNING STORM

- Monitor weather radio warnings
- Based on radio warnings, curtail all outdoor activities and immediately bring all students and staff inside building
- Continue normal indoor activities until weather radio warnings warrant moving staff and students to pre-designated sheltering locations.

FIRE

- Sound alarm if not already activated.
- Grab 'FOOTBALL'/Vital Documentation, cell phone and radios.
- Evacuate building.
- Move students clear of building.
- Check to see if all students are accounted for.
- Contact the District's Superintendent's Office.
- Set up command post.
- Wait for the fire department to arrive.
- If necessary, institute an "Off Site Sheltering" or "Return Home" plan.
- Contact Home Schools.
- Terminate emergency. Resume instruction.

EXPLOSION

- Sound fire alarm.
- 'FOOTBALL'/Vital Documentation cell phone and radios.
- Move students clear of the building. Communicate by hard wire phone, bull horn, and courier.
- Check to see if all teachers have all students accounted for.
- Set up command post.
- Contact District's Superintendent's Office.
- Wait for emergency services (fire department, police) to arrive and advise of situation.
- If necessary, institute a "Return Home" or "Off Site Sheltering" plan.

GAS LEAK

- Upon discovery of a gas leak or detection of odors (i.e. Mercaptan) notify: facilities, school principal, crisis staff, SRO and C&T administration.
- Facilities staff and Principal shall notify their respective Supervisors.
- Facilities staff will isolate gas leak and activate emergency gas shut off for that location (e.g. science lab).
- If the cause of gas leak is unknown, the Building Administrator or designee will call 911 to alert fire service and Central Hudson gas leak response at (800) 942-8274.
- Evacuate the building leaving lights as they are. DO NOT use the fire alarm.
- Assemble in Emergency Evacuation Safety Zones.
- Wait for the all clear and return to normal activities.

SYSTEM FAILURE

- Assess situation. Determine if problem is internal or external.

- Contact facilities department.
- Contact District Superintendents' office.
- If there is a question of safety of the building occupants initiate evacuation. Otherwise Hold in Place.
- If necessary, institute "Shelter" or "Return Home" plan.
- Contact Home Schools.
- If necessary, institute a "Return Home" or "Off Site Sheltering" plan, or
- Terminate emergency. Resume instruction.

STRUCTURAL FAILURE

- Assess situation. Determine if problem is internal or external.
- Contact facilities department.
- Contact District Superintendents' office.
- If there is a question of safety of the building occupants initiate evacuation. Otherwise Hold in Place.
- If necessary, institute "Shelter" or "Return Home" plan.
- Contact Home Schools.
- If necessary, institute a "Return Home" or "Off Site Sheltering" plan, or
- Terminate emergency. Resume instruction.
- Contact design professionals.
- Implement Continuity of Operations Plan (COOP).

SICK/INJURED PERSON

- Identify injured or sick person
- Contact school nurse & building administration
- Follow procedure according to building policy
- Initiate Hold in Place.
- If needed parents or family members will be notified.

SCHOOL BUS ACCIDENT

- If able the driver will account for all students and evacuate them if it is unsafe for them to remain on the bus.
- The driver will contact the transportation supervisor who will call 911.
- The transportation supervisor will contact the District Superintendent's office.
- The building principal or assistant principal and the school nurse will go to the scene of the accident.
- Home Schools notified.
- Any injured students will be evaluated on-site by medical personnel.
- If needed parents or family members will be notified.

MASS ILLNESS/EPIDEMIC/PANDEMIC

- Identify concerns with the school nurse.
- School nurse will determine severity and apprise building administration
- Building administration will notify the District's Superintendent's office.
- The DS's office will notify Risk Management.
- Risk Management will notify and interface with the local health department (LHD) regarding recommendations for continuing school operations.
- Additional measures will be taken based upon recommendations from LHD and the CDC with regard to an epidemic or pandemic.

ADDENDUM CONTINUATION OF OPERATIONS PLAN

A. Designation of Essential Staff in the Event of a Public Health Emergency involving Communicable Disease

Position / Title	Brief Description	Justification
Buildings & Grounds Supervisor O&M Maintenance Staff	Operations & Maintenance	Needed to maintain the physical facilities (grounds, heat, HVAC, sewer, plumbing, etc.) and can also be utilized in the buildings for cleaning, if needed.
Buildings & Grounds Custodial Staff	Operations & Maintenance	Needed to maintain the cleanliness and sanitization of the building at all times. Critical to the day-to-day delivery of mail and packages resulting in the dissemination of information to the staff and community.
District Superintendent Assistant Superintendents Directors Assistant Directors Principals Assistant Principals Supervisors Coordinators	Central Office Administration, Student-Based Program Building Administrators, Instructional Services, etc.	As needed for critical day-to-day operations of Ulster BOCES
Board Clerk/Executive Secretary Secretary to the District Superintendent Secretary to the Assistant Superintendent for Administration Secretary - Central Administration	Central Office Support	As needed for critical to support the day-to-day operations of Ulster BOCES
Cook Manager Assistant Cook Food Service Helper	Food Service	As needed for the delivery of food.
Clerk, Typist Senior Typist Senior Database Clerk/Typist Information Facilitator	General Support Staff	As needed for the support of teaching and administrators, answering parent phone calls, processing purchase orders, and other clerical responsibilities.
Treasurer, Financial Supervisor Account Clerks including Senior and Principal/Typist Purchasing Agent Purchasing Assistant Financial/HR Software Specialists	Business/Personnel Office Staff	As needed for the processing of Accounts Payable, Accounts Receivable, Payroll, Registration of Students, HR Services & general office work

Position / Title	Brief Description	Justification
Personnel Supervisor/Employee Benefits Administrator Payroll/Personnel Specialist Personnel Specialist Employee Benefits Specialist Claims Auditor O&M Program Assistant	Business/Personnel Office Staff	As needed for the processing of Accounts Payable, Accounts Receivable, Payroll, Registration of Students, HR Services & general office work
Dispatcher Bus Driver/Custodial Worker Auto Mechanic Courier	Transportation	As needed for the routing of students on buses and Routing for delivery of essential material & food; Can also be utilized in the buildings for cleaning if needed; Ensure vehicles are operational
Environmental Compliance Coordinator Environmental Compliance Technician	Health & Safety	As needed for health and safety support to Ulster BOCES and districts
Community Relations Supervisor Community Relations Specialists Video Production Specialists	Community Relations	As needed to provide Communication support for Ulster BOCES and districts
Nursing Staff	School Nurses	As needed to support the medical needs of our students and staff as well as assist with the socio emotional needs of staff and students in event of a major crisis
Teachers, Guidance Counselors, Social Workers, and Other Student Support Professionals	Instructional Staff	As needed to provide instruction and support to our students and staff
MHRIC Support Staff MHRIC Managers MHRIC Coordinators MHRIC Specialists I & II	MHRIC Staff	As need to provide technical and application support for the Joint Management Team (JMT) districts
Instructional Services Staff	Instructional Services Staff	As needed to support the needs of the districts
Adult Education Staff		As needed to support district needs and grant.
Technical Services Manager Ed Tech Manager Including but not limited to: Network Support Coordinator Network Support Specialists Network System Specialist Help Desk Specialist Network/Computer Security Specialist Programmers Systems Engineer Electronic Communications Coordinator	Technical Support Staff	As needed to support technology needs for the daily instruction of students and staff, including support for remote instruction for Ulster BOCES SBP and districts as well as Business office functions for Ulster BOCES and JMT districts

Position / Title	Brief Description	Justification
Other Critical Instructional Staff	Teaching Assistants and Teacher Aides	As needed to assist with the management and supervision of students. Some may serve in an instructional capacity as needs arise (shortage of substitute teachers) or as part of their regular schedule (one on one aide for special needs students)

B. Protocols for Telecommuting

All employees will be surveyed to determine what technology requirements they may need to complete essential work-related activities. Any employee who requires a computer to complete their work-related activities remotely may be supplied one as a loaner from Ulster BOCES and remote access will be configured for said employee to access necessary applications and documents when necessary. It will be the responsibility of the employee to maintain said device and return it to Ulster BOCES upon their return to work.

- Retrieving emails: All staff have been trained and have access to email.
- Retrieving voicemails: All staff have been trained in the procedure for accessing voicemails from a remote location. If a staff member is not familiar with the procedure, they shall request and be provided a copy of the instructions.
- Phones: Transfer office phone line to work device or personal cell phones/device as practical or applicable to the work place

C. Protocols for Staggering Work Shifts

To the extent possible, District Superintendent or his/her designee will stagger work shifts of employees and contractors performing essential functions. In order to plan and maintain the safest environment possible, employees will be assigned by the District Superintendent or his/her designee the location and hours working in the building. All building entrances will be locked. Employees will utilize their access cards for entrance (which documents their arrival on premises) to the entrance assigned by the District Superintendent or his/her designee. Non-Essential visitors will not be allowed into buildings. Instructional staff, if required to be on-site, will be required to remain in the classroom limiting contact and gathering in common areas.

D. Protocols for Personal Protective Equipment (PPE):

Ulster BOCES has purchased both cloth and disposable masks to supply staff if needed. In addition, Ulster BOCES has purchased all other recommended PPE products for staff that may be required. District Superintendent or his/her designee will evaluate its inventory to determine if more PPE supplies are required to be ordered. District Superintendent or his/her designee will maintain sufficient protective equipment to provide at least two pieces of each type of PPE to each employee and contractor performing essential functions during any given work shift over at least six months. All PPE will be stored at a location that is easily accessible to distribute to all buildings should the need arise. The location is a temperature-controlled environment that allows for safe storage of all PPE products. In addition to the Ulster BOCES bid, Ulster BOCES has access to other vendors who can supplement the PPE.

E. Protocols for a Positive Exposure

District Superintendent or his/her designee will implement mandatory health screenings as per New York State Department of Health (NYSDOH) for students, faculty, staff, and, where applicable, contractors, vendors, and visitors to identify any individuals who may have a communicable disease or who may have been exposed to a communicable disease. We will follow and implement guidelines and the recommendations by the NYSDOH to ensure the safety and wellness of our staff and students.

Ulster BOCES policies will be in accordance with New York State law and/or regulation pertaining to available leave time in the event of the need of an employee to receive testing, treatment, isolation or quarantine.

Cleaning & Sanitizing Protocols

Ulster BOCES will institute protocols as guided by NYSDOH to maintain daily cleaning and sanitizing schedules in order to maintain a healthy and safe physical environment in all buildings. The procedures below include but is not limited to the following

a. Implementation at Each Site

- All Ulster BOCES buildings
- High touch areas cleaned every 2 hours during program operations in all buildings (door knobs, elevators, stair railings, bathrooms etc.)
- Every shared table surface used to eat will be cleaned between uses, both indoor and outdoor
- All buildings and rooms used to be sanitized daily - fogger
- Logs to be maintained to document sanitizing dates and times

b. Common Areas

- Sanitizing wipes will be positioned in strategic places
- Deep cleaning of all common spaces each day

c. Vehicles

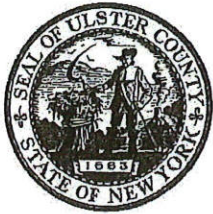
- Cleaned in between different drivers and cohorts
- Simple procedure (i.e. red/green card system) to notify custodial and or designee to disinfect or sanitize

d. Post Contamination Protocols for Cleaning all Contaminated Areas

All potentially contaminated areas will be sealed for 24 hours as recommended by the CDC after which they will be sanitized and disinfected.

F. Protocols for Documenting Work Hours and Locations

Employees and contractors performing essential functions will have their hours and work locations, including off-site visits, documented.



AGREEMENT

(SCHOOL RESOURCE OFFICER AT ULSTER COUNTY BOCES)

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, having its principal place of business at 244 Fair Street Kingston, New York 12401 (hereinafter referred to as the "County"), and the **ULSTER COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES** with offices at 175 Route 32 North, New Paltz, New York 12561 (hereinafter referred to as "BOCES"), (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the County, through its Office of the Sheriff, has the capacity to provide two (2) Deputy Sheriffs trained as School Resource Officers ("SRO's") as per Schedule E which is attached hereto and made a part of this Agreement; and

WHEREAS, it is the mission of the Ulster County Sheriff's Office (the "Sheriff's Office") to have School Resource Officers assigned to the work within the BOCES facilities located in Port Ewen, New York, Saugerties, New York and Ulster Park, New York; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within BOCES; and to be available for students to assist in defusing and solving conflicts before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of BOCES; and

WHEREAS, it is the goal of the Sheriff's Office and BOCES to enter into a partnership to enhance the BOCES environment with a uniformed School Resource Officer ("SRO") at each location who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

- (1) To create a safe environment that is free of harm, intimidation and weapons;
- (2) To present a positive role model of a law enforcement officer;
- (3) To change youth's perceptions of a law enforcement officer; and
- (4) To develop a model of cooperative efforts by school districts and law enforcement agencies that can be replicated with Ulster County and beyond.

WHEREAS, pursuant to Resolution No. _____, adopted by the Ulster County Legislature on _____, the Chair of the Ulster County Legislature (the "Chair") is authorized to execute, on behalf of the County, this Agreement for the services contained herein.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the Parties hereby agree as follows:

1. SCOPE OF SERVICES:

A.) **Attendance:** Two (2) School Resource Officers (the "SRO's") shall provide services for three (3) U.C. BOCES locations. One (1) full time SRO will be assigned to the Center for Innovative Teaching and Learning (the "CITL"), Special Education located at Route 9W, Port Ewen, New York and one (1) full time SRO will provide services half time at U.C. BOCES- Mt. Marion, 744 Glasco Turnpike, Saugerties, New York and half time at Ulster BOCES – Anna Devine, 1372 Old Post Road, Ulster Park, New York, (the "Facilities"), each Monday through Friday, while BOCES is in session (approximately one hundred eighty-five [185] days per academic year). The SRO's will be in attendance whenever students are present at the Facility. Extended periods of absence by an SRO, such as his or her vacation, will take place only during BOCES holidays or breaks. The services provided by the SRO's shall not include any services outside of normal Facility activity hours.

B.) **Responsibilities of SRO's:**

- I.) Interact with students at arrival and dismissal, breakfast and lunch, activity period and at all class changes to develop a positive rapport with students;
- II.) Assist in mediating negative situations in student-to-student and student-to-staff interactions;
- III.) Advise staff on issues of gang culture and violence being introduced into the school environment;

- IV.) Conduct search and seizure as appropriate to the situation;
- V.) Assist in identifying students who are positive role models and who can be trained to develop as peer mediators;
- VI.) Lecture and/or team teach and plan with staff:
 - a. In Health Education, present ways to avoid involvement in drugs and alcohol, side effects of drug usage and issues of addiction;
 - b. In Social Studies, co-teach ways of getting along with others in society, community involvement and volunteering, social responsibility, mediation and peaceful solutions to problems; and
 - c. In Government, assist staff and students in the formation of a student government to include a judicial branch that will hear complaints and appeals and assist the administration in determining consequences.
- VII.) Educate students about the forms of intimidation and harassment and continually teach and re-teach these concepts to students with differences in learning and affect;
- VIII.) Assist in staff development and training activities on issues such as recognition of students under the influence of drugs and alcohol, and introduction of elements of gang formation and behavior into the school environment;
- IX.) Speak with parent groups on topics of school safety, drugs and alcohol, and gang violence; and
- X.) Use discretion in divulging confidential information exchanged between parents, teachers, social workers, social services and fellow officers.

C.) **Financial Reporting:** The financial reporting will be completed by the Sheriff's Office for the Term of this Agreement.

D.) **Supervision and Responsibility of the SRO's:** The BOCES chain of command for supervision of and responsibility for the SRO'S shall be in accordance with "Schedule B" of this Agreement, which is attached hereto and made a part hereof. The SRO's shall also be under the direct supervision of a Sheriff's Office Lieutenant who shall oversee the activities, actions and performance of the SRO.

E.) **Evaluation of the Services:** The evaluation of the services provided pursuant to this Agreement shall be a joint effort and responsibility of the Captain of Police Services of the Sheriff's Office and the Principal of the Facility. The services shall be continually evaluated for effectiveness and efficiency. Any changes that may need to be made would be directed by the Captain of Police Services of the Sheriff's Office with the advice of the Facility's Principal. A needs assessment survey was developed by the BOCES safety team during the summer of 1999. This needs assessment survey will be re-administered to the team, the SRO's, and the Facility staff to evaluate any need for changes. A questionnaire about the Facility's safety and the program will be developed and administered to staff, students and parents annually. Data will also be collected to ascertain if there were improvements in the attendance, suspension and behavioral incidents resulting from the services and/or any changed thereafter.

F.) **Evaluation of SRO's:** The SRO's assigned to the Facilities shall be evaluated annually by the Principal of the Facility. A written evaluation will be provided by BOCES to the SRO's and the Ulster County Sheriff prior to _____.

G.) **Delineation of Decision Making/Chain of Command:** It is the policy of the Ulster County Sheriff's Office that Deputy Sheriff's report to a Sergeant. Due to the unique situation of a Deputy Sheriff being physically situated in a school setting, the chain of command for the SRO's shall be delegated to a Sheriff's Office Lieutenant in accordance with "Schedule C" of this Agreement.

H.) **School Discipline:** School discipline is solely the responsibility of school administrators. The SRO's will not be involved in the investigation of disciplinary infractions under the code of conduct or enforcement of the code of conduct.

The SRO's will follow BOCES policy and applicable state and federal laws concerning formal law enforcement interviews with students or staff or searches or seizures on school property or at school functions under the jurisdiction of BOCES.

2. **TERM OF AGREEMENT:** This Agreement shall take effect on **July 1, 2024** and, subject to earlier termination as provided in sub-paragraph 4 below ("Termination"), shall continue in full force and effect until **June 30, 2025**.

3. **PAYMENT:** BOCES agrees to pay the County for the SRO's services performed during the Term of this Agreement, as set forth in "Schedule A", which is attached hereto and made a part hereof. The County shall submit invoices to BOCES according to the schedule described in "Schedule A" and BOCES shall make payment of the amount of each invoice within thirty (30) days of receipt of such.

4. **TERMINATION:** Either Party may terminate this agreement, immediately upon notice of the other Party, in the event that either Party fails to comply with the terms and conditions of this Agreement, in any material respect, and if such failure is not cured within thirty (30) days after receipt of notice by the other Party describing such failure.

Either Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Party.

5. **NOTICES:** All notices shall be in writing and sent by registered mail, overnight mail, courier, or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as wither Party may indicate, with at least thirty (30) days prior written notice to the other Party.

6. **INSURANCE:** BOCES shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule D", which is attached hereto and is hereby made a part of this Agreement.

7. **LIMITATION OF LIABILITY:** The County's maximum liability for any action regardless of the form of the action, whether in tort or contract, arising under this Agreement shall in no event exceed an amount equal to the payment paid by BOCES hereunder during the twelve (12) months prior to the date when the cause of action arose.

8. **INDEMNIFICATION:** BOCES agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to the Agreement, which the County, or it officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of BOCES, its employees, representatives, subcontractors, assignees or agents.

9. **INDEPENDENT CONTRACTOR:** Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, State and Federal laws governing its personnel, including worker's compensation, Social Security, withholding and payment of any and all Federal, State and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

10. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with the venue in Ulster County or if appropriate, in the Federal District Court with the venue in the Northern District of New York, Albany Division.

11. **CORPORATE COMPLIANCE:** BOCES agrees to comply with all federal, State, and local laws, rules, and regulations governing the provision of goods and/or services under this Agreement. In particular, BOCES agrees to comply with the laws, rules, and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan shall be provided upon BOCES' request. The Plan relates to the County's compliance with relevant Federal and State fraud and abuse laws. BOCES represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering services under this Agreement. BOCES shall ensure that each individual who provides such services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County shall also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

BOCES understands that the County has established and implemented a Corporate Compliance Program and has developed

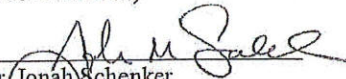
"Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/complaine.pdf. BOCES represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

12. **NO ASSIGNMENT BY BOARD WITHOUT CONSENT:** This Agreement may not be assigned by BOCES nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County and any attempt to do so without first obtaining such written consent shall be void and of no force and effect.
13. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
14. **MODIFICATION TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or Conditions of the Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the Scope of Services in this Agreement shall not be binding, unless prior to the performance of any such services, the Chairperson, after consultation with the Ulster County Attorney and the Ulster County Sheriff, executes an amendment or modification to the Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for such services. Unless otherwise specifically provided for therein, the provisions of the Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.
15. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement.

Rest of page intentionally left blank
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

**ULSTER COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**
(Approved as to content)

By: 
NAME: Dr. Jonah Schenker
TITLE: District Superintendent
DATE: 8/21/2024

ULSTER COUNTY SHERIFF'S OFFICE
(Approved as to content)

By: _____
NAME: Juan J. Figueroa
TITLE: Ulster County Sheriff
DATE: _____

COUNTY OF ULSTER
(Approved as to content)

By: _____
NAME: Peter Criswell
TITLE: Chair Ulster County Legislature
DATE: _____

SCHEDULE A
FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT

1. BOCES agrees to pay the County an amount not less than **TWO HUNDRED THIRTY-FIVE THOUSAND, TWO HUNDRED ONE 57/100 (\$235,201.57) DOLLARS** for the SRO's services during the Term of this Agreement.
2. BOCES agrees to make payment to the County within thirty (30) days of submission of the invoice by the Ulster County Sheriff.
3. The County's invoices will be submitted quarterly to BOCES, as follows:

<u>INVOICE DUE BY:</u>	<u>TERM OF SERVICES RENDERED:</u>	<u>INVOICE AMOUNT:</u>
October 15, 2024	July 1, 2024 - September 30, 2024	\$58,800.39
January 15, 2025	October 1, 2024 - December 31, 2024	\$58,800.39
April 15, 2025	January 1, 2025 - March 31, 2025	\$58,800.39
July 15, 2025	April 1, 2025 - June 30, 2025	\$58,800.40
	TOTAL:	\$235,201.57

SCHEDULE B

CHAIN OF COMMAND
ULSTER COUNTY BOCES

DISTRICT SUPERINTENDENT

ASSISTANT SUPERINTENDENT,
ADMIN.

CITL, SPECIAL EDUCATION
ASSISTANT SUPERINTENDENT
FOR LEARNING & DESIGN CITL
PROGRAM
Special Education

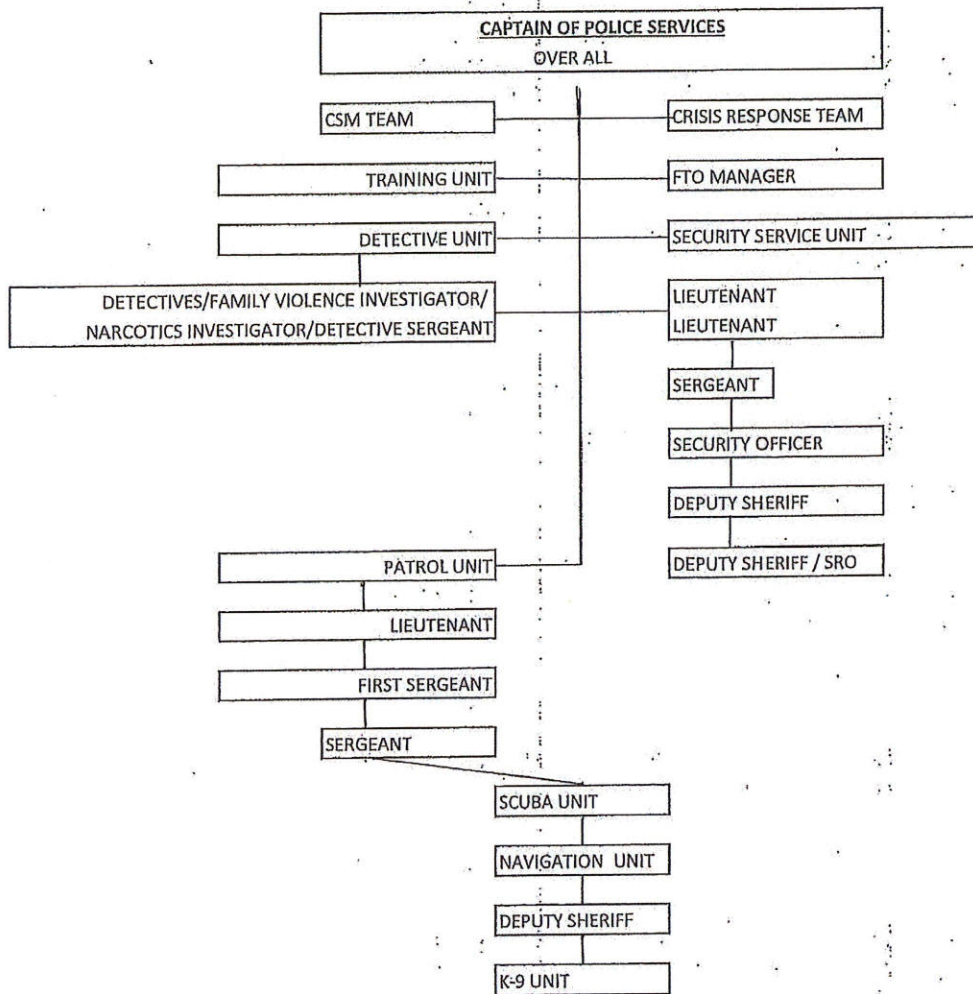
PRINCIPAL
CITL, SPECIAL EDUCATION

ASSISTANT PRINCIPAL
CITL, SPECIAL EDUCATION

SCHOOL RESOURCE OFFICER'S

SCHEDULE C

CHAIN OF COMMAND - ULSTER COUNTY SHERIFF'S CRIMINAL DIVISION



PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE D
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

BOCES shall submit copies of any or all required insurance documents as and when requested by the County.

II. CERTIFICATES OF INSURANCE

The Vendor shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder"** for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If BOCES' insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

BOCES agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

BOCES shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If BOCES is not required to carry such insurance, then BOCES must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (BOCES) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. BOCES should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Vendor is self-insured or
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or

- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If BOCES is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (BOCES) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. BOCES should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If BOCES is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

BOCES shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by BOCES, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of BOCES to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage **MUST** be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by BOCES, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

☐ If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE

☐ If this box is checked, Cyber Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

SCHEDULE E
BASIC SCHOOL RESOURCE OFFICER COURSE

The New York State Sheriff's Association's Committee on Policing and Safeguarding Schools (C-PASS) in conjunction with the New York State Division of Criminal Justice Services would like to announce a "Basic School Resource Officer" course created by the New York State Division of Criminal Justice Services. This Municipal Police Training Council certified forty (40) hour block training course will equip an officer with the necessary knowledge on how to navigate the difficult task of policing in a school setting.

Lessons will encompass a wide variety of topics including but not limited to developing school partnerships, juvenile law, and emergency response tactics within a school. This course will be presented by certified instructors, educators, and topic experts in their respective fields.

It combines lectures and practical exercise designed to give officers the skills and knowledge to safely navigate the school environment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tanaquea Rosario
The Reis Group	PHONE (A/C, No, Ext): (845) 338-4656
475 Washington Avenue	FAX (A/C, No): (845) 338-4113
PO Box 3967	E-MAIL ADDRESS: trosario@reisinsurance.com
Kingston NY 12401	INSURER(S) AFFORDING COVERAGE
	INSURER A: *NY Municipal Ins. Reciprocal
INSURED	INSURER B:
County Of Ulster	INSURER C:
PO Box 1800	INSURER D:
Kingston NY 12402	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2-1-24/25

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MPK-ULST-0000001-24	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ \$5/\$10 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1M/\$1M/\$1KDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MCA-ULST-0000001-24	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MEC-ULST-0000001-24	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 32,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Officials			MPK-ULST-0000001-24	2/1/2024	2/1/2025	Occurrence/Aggregate \$1M/\$2M
B	Pollution Liability			ENPR2110000369-03	3/11/2023	3/11/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured with regard to Commercial General Liability coverage provided there is a written contract or agreement between parties requiring such status.

CERTIFICATE HOLDER

CANCELLATION

Ulster County B.O.C.E.S
175 Route 32 North
New Paltz, NY 12561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Casciaro, CIC, CSRM

© 1988-2014 ACORD CORPORATION. All rights reserved.



ORIGINAL
released
4/5/22

April 5, 2022

RFPs Will Be Received Until:

Time: 1:00 P.M.
Day: Tuesday
Date: May 3, 2022
Place: Ulster County BOCES
Administration Building
175 Route 32 North
New Paltz, NY 12561
845-255-1400

RFP# 23-7

SECURITY SERVICES

Bid Period: 5 Years – July 1, 2022 – June 30, 2027

Submit RFP To:

Ulster County BOCES
Administration Building
175 Route 32 North
New Paltz, NY 12561
Attn: Allison Dodd

RFP #23-7 must be submitted in a sealed envelope, clearly labeled with RFP Title and number, due date and time, and vendor's name and address on the **outside** of the envelope.

REQUEST FOR PROPOSAL NOTICE

STATE OF NEW YORK ULSTER COUNTY

The Ulster County Board of Cooperative Educational Services, 175 Route 32N, New Paltz, New York, (in accordance with section 103 of Article 5A of the General Municipal Law), requests Sealed Proposals for:

SECURITY SERVICES

RFPs will be received until 1:00 PM on Tuesday, May 3, 2022 at the office of the Purchasing Agent, Ulster County BOCES, Administration Building, 175 Route 32N, New Paltz, New York 12561.

Specifications and bid forms, including notices to bidders, general conditions, special instructions, bid proposal certifications, bid form and detailed specifications may be obtained at the Administration Building, Board of Cooperative Educational Services, 175 State Route 32 N, New Paltz, New York 12561 or by emailing elynh@ulsterbooces.org

Responses will be analyzed by a Steering Committee which reserves the right to recommend acceptance of each by item, as a group, or as a whole, or in its discretion to reject all responses and to re-advertise. Responses shall remain irrevocable for a period of sixty days. The award of contracts, if at all, shall be made as soon as practicable after the responses are reviewed.

GENERAL TERMS AND CONDITIONS

I. NOTICE TO PROPOSERS

The Board of Cooperative Educational Services (BOCES) of the Sole Supervisory District of Ulster County, (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed proposals for the following:

SECURITY SERVICES

In order to receive consideration, proposals must be submitted to the Purchasing Office of Ulster County BOCES 175 Route 32N, New Paltz, NY 12561 no later than 1:00 P.M. on Tuesday, May 3, 2022. Specifications and Proposal forms may be obtained at: Ulster County BOCES, Administration Building, 175 Route 32N, New Paltz, New York 12561

II. DEFINITIONS

"BOCES" - Board of Cooperative Educational Services, of the Sole Supervisory District of Ulster County.

"Agency" - BOCES/Board of Cooperative Educational Services, of the Sole Supervisory District of Ulster County.

"Contract" - an awarded Proposal comprised of the RFP Documents, (i) Terms and conditions of the RFP (ii) and any terms and conditions negotiated by BOCES. Proposals submitted by Vendors shall not become part of the Contract unless separately signed and agreed to by BOCES.

"Notice to Proposers" - a formal statement that, when issued, constitutes an invitation to Proposal on the services, materials, and supplies, described in the RFP Documents.

"Proposal" or "Bid" - RFP Documents as completed by the Vendor.

"RFP" - Request for Proposal- an offer to furnish services, supplies or materials in accordance with the RFP Documents.

"RFP Documents" - General Terms and Conditions, Specifications and Proposal Forms and all attachments.

"Specification(s)" - description of services, materials, and supplies, and the conditions for their provision.

"Successful Vendor(s)" - a Vendor or Proposer to whom an award is made by BOCES.

"Vendor" or "Proposer" - any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company or corporation) submitting an offer in response to this RFP.

III. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by BOCES employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.
2. BOCES will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.
3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by BOCES.
4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated. Each of these forms are included in and form the Contract.
 - A. RFP
 - B. Vendor Form
 - C. Non-Collusive Bidding Certification
 - D. Iran Divestment Act of 2012 Certification
 - E. Education Law 2-D Rider
 - F. Vendor's Data and Privacy Plan
 - G. Parents Bill of Rights – Data Privacy & Security
 - H. Detailed Specifications of Insurance
 - I. Exhibit A
5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to BOCES. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Document which it replaces.
6. BOCES may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the BOCES all such information and data for this purpose as BOCES may request.

IV. AWARD AND RESERVATION OF RIGHTS

1. The Contract may be awarded to the responsive and responsible Vendor(s) offering a Proposal response that best meets the terms, conditions and Specification criteria stated in the RFP.

2. BOCES reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. BOCES reserves the right to inspect the Proposer's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, BOCES reserves the right to reject the Proposal.
4. BOCES reserves the right to reject all Proposals. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of BOCES will be served.
5. BOCES reserves the right to reject incomplete Proposals. BOCES also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of BOCES upon the opening of this RFP.
6. BOCES reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to BOCES on the Contract awarded on the basis of such Proposal.
7. BOCES reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
8. BOCES reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into a Contract.
9. BOCES reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
10. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by BOCES to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and BOCES. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. BOCES reserves the right to increase or decrease the products and/or services in the best interest of BOCES.
11. All Proposals, with consideration to the escalation clause (inclusive of pricing), will be held firm for the duration of the Contract including any extensions agreed to by the parties.
12. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact BOCES to object to the award or prices therein,

within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).

13. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by BOCES, or fails to make replacement of rejected items when so requested immediately or as directed by BOCES, BOCES may purchase from other sources to take the place of the item rejected or not delivered or services not provided. BOCES reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.
14. In the sole discretion of BOCES the Proposal of a Vendor whose performance on any previous contract with BOCES has been determined to be unsatisfactory may be rejected.

V. GUARANTEES BY THE SUCCESSFUL VENDOR

1. INSURANCE: See detailed specifications under Insurance Requirements

VI. SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

Legal Compliance

1. The Successful Vendor must follow the rules and regulations and Board Policies of BOCES and/or component districts where services pursuant to the Proposal are being performed.
2. The Vendor shall be solely responsible for complying with all applicable State and Federal laws, rules and regulations which may govern the work specified in this RFP. The cost of such compliance shall be borne entirely by Vendor, who shall hold BOCES harmless from any claims, demands or penalties arising from Vendor's failure to comply with the above.
3. Vendor hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this Contract. Vendor also certifies that all individuals performing any of the services described are duly qualified through experience and education.
4. Vendor shall have in place sufficient internal controls to ensure that confidential information is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable. Specifically with respect to any educational data assessment software, Vendor will furnish BOCES with written documentation detailing these controls.

Non-Discrimination

5. Services provided pursuant to this Contract shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

Payments

6. Payment shall be made within sixty (60) days following the satisfactory rendering of services under the Contract upon approval by BOCES or an invoice dispute shall be provided by BOCES within that timeframe.
7. Payment will be made only after a correct, original invoice has been received from Successful Vendor. Invoices for payment shall be submitted on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. Services not invoiced by Successful Vendor within 60 days are deemed waived.
8. Payment of any invoice shall not preclude BOCES from making a claim for adjustment for any services found not to have been in accordance with the RFP Documents.

Cancellation of Award/Termination of Contract

9. BOCES reserves the right to cancel the Contract, for any reason, in whole or in part upon 15 days written notice to the awarded Vendor. If the Contract is so cancelled, BOCES shall be liable only for payment in accordance with the payment provisions of the Contract for services or supplies rendered prior to the effective date of cancellation. No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right
10. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by BOCES.
11. In the event of breach, BOCES may provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within a ten (10) day period of such notice, BOCES reserves the right to terminate said Contract immediately.
12. In the event of such termination, (i) the required services may be procured from the apparent responsible second low vendor or other sources so that the continuity of

the operations may be protected, and (ii) the terminated Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such expenditures.

Non- Assignment

13. In accordance with New York State General Municipal Law 109, at no time during the duration of any Contract resulting from this Proposal, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by BOCES
14. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, or otherwise delegate its obligations to perform under this Contract without the prior written approval of BOCES

Non-Appropriation

15. In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, in the event that the BOCES and/or participating component district(s) must terminate a contract for non-appropriation of funds, BOCES and/or participating component district(s) agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.
16. Notwithstanding any provisions to the contrary herein, in the event BOCES fails to obtain CoSer approval, or if the component school districts decline to participate, the BOCES may terminate this Contract upon 5 (five) days' notice to the Vendor without further obligation to any party.

Saving Clause

17. The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

Severability

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

Failure to Enforce

19. BOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

Indemnification and Hold Harmless

20. The Successful Vendor agrees to defend, indemnify and hold harmless BOCES, their officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its offices, directors, agents or employees in relation to the performance of the Contract.

Venue

21. The Proposal/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Proposal/Contract will be brought and adjudicated in Supreme Court, Ulster County.

Toxic Substance

22. The Successful Vendor must supply information on any items provided pursuant to this Contract which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to BOCES and shall be in conformance with New York State Law. Such information shall include:
- i. The name or names of the toxic substance including the generic or chemical name.
 - ii. The trade name of the chemical and any other commonly used name, to be hazardous, if known
 - iii. The level at which exposure to the substance is determined to be hazardous, if known
 - iv. The acute and chronic effects of exposure at hazardous levels
 - v. The symptoms of such effects
 - vi. The potential for flammability, explosion, and reactivity of such substance
 - vii. Appropriate emergency treatment
 - viii. Proper conditions for safe use and exposure to such toxic substance
 - ix. Procedures for clean-up of leaks and spills of such toxic substance
23. Each Vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to BOCES shall provide at least two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law. For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 & TS-2.

Taxes

24. No charge will be allowed for federal, state or municipal sales and excise taxes since the BOCES is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

Entire Agreement

25. This Contract constitutes the full and complete Contract between the BOCES and the Vendor, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

Contract Construction

26. This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

Amendment

27. This Contract may be amended only in a writing signed by both parties.

Execution

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

Authority to Enter Contract

29. The undersigned representative of Vendor hereby represents and warrants that the undersigned is an officer, director or agent of Vendor with full legal rights, power and authority to enter into this Contract on behalf of Vendor and bind Vendor with respect to the obligations enforceable against Vendor in accordance with its terms.

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

VENDOR NAME: ATLAS SECURITY SERVICES ULSTER COUNTY BOCES

SIGNED BY: [Signature]

NAME: SCOTT F. PERRY

TITLE: VP

SIGNED BY: [Signature]

BOARD CLERK, ULSTER BOCES

Approved by BOB May 25, 2022



ATLASEC-01

RMISENAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401	CONTACT NAME: Janice Ballard	
	PHONE (A/C, No, Ext): (845) 338-6000 3935 FAX (A/C, No): (845) 481-7251	
	E-MAIL ADDRESS: jballard@ulstersavings.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied World Surplus Lines	24319
INSURED Atlas Security Services Inc 2002 Route 17M, STE 6 Goshen, NY 10924	INSURER B : Property & Casualty Insurance Company of Hartford	34690
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5200136309	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 ASSAULT BATTERY \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5201038509	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	16WEOY1069	1/22/2024	1/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ulster County Board of Cooperative Educational Services is included as Additional Insured for General Liability as respects the ongoing operations of the Insured if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Ulster County BOCES
175 Route 32N
New Paltz, NY 12561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ulster County BOCES Job Description

POSITION: CHIEF EMERGENCY OFFICER

REPORTS TO: District Superintendent or designee

GENERAL

RESPONSIBILITIES: The Chief Emergency Officer is responsible for ensuring that the District-Wide School Safety Plan is updated annually, that its contents are understood by staff, and coordinates with first responders.

SPECIFIC DUTIES:

- The Chief Emergency Officer shall be NIMS 700 (National Incident Management System) and ICS 100 (Incident Command System) trained.
- Coordinates the communication between school staff, law enforcement, and other first responders.
- Leads 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 School Safety Plan with the Building Level Emergency Response Plans.
- Ensures that all requirements are included in the School Safety Plan and files certification with the State Education Department and other required entities after the plan is adopted by the Board of Education.
- Ensures completion and yearly updates of the Building Level Emergency Response Plan for each school building, by the dates designated by the Commissioner.
- Develops materials and trainings to ensure the all Ulster BOCES staff members are trained and understand the School Safety Plan.
- Coordinates appropriate safety, security, and emergency training for all Ulster BOCES staff members, including required training for the Emergency Response Plan.
- Upon completion of staff trainings, sends certification to the State Education Department, as required.
- Assists in the selection of security related technology and development of procedures for the use of such technology.
- Ensures that the required evacuation and lock-down drills are conducted in all Ulster BOCES buildings, as required by Education Law § 807.
- All other duties as assigned by the District Superintendent or designee.

Approved: October 30, 2019