WASHINGTONVILLE

CENTRAL SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

UPDATED FEBRUARY 2026

District-wide Safety & Emergency Management Plan

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STATE REQUIREMENTS

Requirement	Required Action	Date	Check when Completed
The District-Wide School Safety Team was **appointed by the Board of Education**.[1]	**Appointed by the Board of Education on**:	7/9/26	●
The District Chief Emergency Officer is:[2] Jack Rallo Director Facilities III, 845-497-4000,jrallo@wcsdk12.org	**District Chief Emergency Officer Appointed on:**	7/9/26	●
The District-Wide School Safety Team conducted **annual review and updates** to the District-Wide School Safety Plan:[3]	**Annual Review and Updates completed on:**	6/5/26	●
The District-Wide School Safety Plan was **made available for public comment** by the Board of Education**:**[4] It is recommended that a **DRAFT** version of the plan be **posted on the district website for the 30-day comment period** (watermark is suggested)	**Public Comment Period Start Date:** **Public Comment Period End Date:**		●
At least one **public hearing** that provided for the participation of school personnel, parents, students, and any other interested parties, was held prior to adoption of the plan.[5]	**Date of Public Hearing/Adoption:**		●
District-wide plan must be **submitted to the commissioner** within 30 days after its adoption, and no later than October 1st.[6]	**District plan submitted in the NYSED business portal:**		●
The date the **Board Adopted District-Wide School Safety Plan was posted on District Website:**[7]	**Date Posted**		●

[1] 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board.

[2] 155.17(c)(1)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer

[3] 155.17(a) Each district-wide school safety plan and building-level emergency response plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed.

[4] 155.17(c)(3)(i) 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.

[5] 155.17(c)(3)(i) 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.

[6] 155.17(c)(3)(i) Each district shall submit its district-wide safety plan and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019- 2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter.

[7] District-wide School Safety Plan Self-Assessment and Planning Tool, Within 30 days from adoption, and no later than October 1, each district must post their District-Wide Safety Plan on their district website. The URL must be submitted to the Education Department to comply with the requirement that the plan be submitted to the Commissioner within 30 days from adoption.

Requirement	Required Action	Date	Check when Completed
	[ADD URL] of District-wide School Safety Plan on District Website **URL was verified/checked to be sure the link is working**		
Date **training** was provided to staff on **Building-level Emergency Response Plans, school violence prevention** and **mental health by September 15th**: [8]	**Date of Training:**		●
Date **training** was provided to staff on **Building-level Emergency Response Plans, school violence prevention, mental health and sudden cardiac arrest,** specifically covering how to recognize sudden cardiac arrest or similar life-threatening health emergencies and the procedures outlined in the Cardiac Emergency Response Plan, by **September 15th**, within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner. [9]	**Training provided on:**		●

[8] 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

[9] 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

SECTION I GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

PURPOSE

Emergencies in schools are defined as undesirable events that occur and have the potential to cause injury or illness to members of our school community or disrupt the orderly educational process. They range from acts of bullying or harassment to catastrophic natural or man-made events. Emergency management is the discipline of dealing with and avoiding risks. It is a discipline that involves preparing for an emergency situation or disaster before it occurs as well as supporting and rebuilding from the emergency after natural or human-made disasters have occurred.
Emergency management in our schools is the continuous process by which our staff, students, administrators, parents, school groups, emergency responders and our community manages hazards in an effort to avoid or mitigate the impact of disasters resulting from hazards. Preventive measures and good planning will reduce the likelihood that emergencies will occur and allow us to address those that do in an expeditious and effective manner.

Districts are required to develop district-wide school safety and emergency management plans designed to prevent and effectively manage such events to minimize the effects of serious incidents and emergencies. These plans also facilitate the coordination of the District with local and county plans and resources when incidents and emergencies occur.
The district-wide plan is responsive to the needs of all schools in the District and is consistent with the more detailed building-level emergency plans. Districts are vulnerable to a wide variety of acts of violence; and natural and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (S.A.V.E.) law. Project S.A.V.E. is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in schools.

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

In July 2025, the New York State Legislature passed Desha's Law, which requires schools to develop and implement Cardiac Emergency Response Plans (CERPs) to address sudden cardiac arrest incidents at any school site owned or operated by the District and at the location of any school-sponsored event, including athletic events. In accordance with this law, CERPs have been developed and are incorporated into each confidential Building-Level Emergency Response Plan.
The District ensures that these plans provide for the recognition of sudden cardiac arrest and similar life-threatening health emergencies, the use and accessibility of automated external defibrillators (AEDs), coordination with local emergency medical services, response at school-sponsored events including athletic activities, and staff training aligned with nationally recognized, evidence-based guidance such as that of the American Heart Association.

SUPERINTENDENT'S DIRECTIVE

The Superintendent, or Director of Facilities, Designee (see State Requirements) will serve as the District's Chief Emergency Officer (CEO)[10] whose duties shall include, but not be limited to:

[10] 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

1. Coordination of the communication between school staff, law enforcement, and other first responders;[11]
2. Leading the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans;[12]
3. Ensuring staff understanding of the district–wide school safety plan;[13]
4. Ensuring the completion and yearly update of building-level emergency response plans for each school building[14] The CEO will require each building principal to maintain a Building-level Emergency Response Plan in compliance with Commissioner of Education Regulation 155.17(2). Each plan should be updated annually with the assistance of the Building-level Emergency Response Planning Team. The plan shall provide for lockdown, Sheltering, secure lockout, shelter-in-place/shelter, evacuation (evacuate), early dismissal, fire and other emergency planning including Sudden Cardiac Arrest and notification (when necessary) to students and staff, annual drills and exercises, and coordination with local and county emergency preparedness administrators. These plans shall be submitted to the District's Safety Team for annual approval and incorporation into the overall District-wide Safety and Emergency Management Plan.
5. Assisting in the selection of security related technology and development of procedures for the use of such technology;[15]
6. Coordination of appropriate safety, security, and emergency training for district and school staff, including required training in the district-wide school safety plan and building-level emergency response plan;[16]
7. Ensuring the conduct of required evacuation and lockdown drills in a trauma-informed, developmentally, and age-appropriate manner that does not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency in all district buildings as required by Education Law section 807;[17] and
8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.[18]
9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of Section 27-C of the Labor Law.

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[11] 155.17(c)(1)(xix)(a) coordination of the communication between school staff, law enforcement, and other first responders;

[12] 155.17(c)(1)(xix)(b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans

[13] 155.17(c)(1)(xix)(c) ensure staff understanding of the district–wide school safety plan

[14] 155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building technology

[15] 155.17(c)(1)(xix)(e) assist in the selection of security related technology and development of procedures for the use of such technology

[16] 155.17(c)(1)(xix)(f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the district-wide school safety plan and building-level emergency response [plan] plan(s);

[17] 155.17(c)(1)(xix)(g) ensure the conduct of required evacuation and lock-down drills in a trauma informed, developmentally, and age-appropriate manner that does not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency in all district buildings as required by section 807 of the Education Law

[18] 155.17(c)(1)(xix)(h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner

IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation 155.17(b)(13) and NYS Education Law 2801-a[19]. At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District[20]. The Safety Team shall include, but is not limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors.

At the discretion of the board of education, a student may be allowed to participate on the safety team.[21] If the Board appoints or selects a student to participate on the safety team, in accordance with Regulation 155.17(b)(14) and EL 2801-A(4), no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

The duties of the team shall include the development, review, and update of the District-wide Safety and Emergency Management Plan in compliance with Commissioner of Education Regulation 155.17.

The District Safety Team should meet regularly throughout the year to conduct the following business:

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

DISTRICT SAFETY TEAM[22]

Members listed here may be removed from the "additional emergency numbers" table

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[19] 2801-a Each district-wide school safety team shall be appointed by the board of education, or the chancellor in the case of the city school district of the city of New York, and shall include but not be limited to representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, and other school personnel including bus drivers and monitors.

[20] 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the Board of Education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, school safety personnel, and other school personnel including bus drivers and monitors.

[21] 155.17(b)(14)/2801-A(4) At the discretion of the board of education, or the chancellor in the case of the city of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be share with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

[22] 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, school safety personnel, and other school personnel including bus drivers and monitors. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALTERNATE NUMBER (optional)
School Board	Mrs. Sharon Williams	BOE President		
Teacher	Ms. Jennifer Czumak	Teacher/coach/resident	Extension - 22500	
	Ms. Jennifer Dempsey	Teacher	Extension - 21501	
Administrator	Mr. Jack Rallo	Director of Facilities III	Extension - 27111	
	Mrs. Marguerite Fusco	Assistant Superintendent for Curriculum	Extension - 27022	
Parent Organization	Mrs. Vanessa Sanchez	Parent	Extension 27041	
School Safety Personnel	Mr. John Delgardo	Security Officer	Extension - 24501	
	Mr. James Drury	SRO	Extension - 24600	
Bus Driver	Ms. Laura Tarleton	Assistant Transportation Director	Extension 27133	
	Ms. Donna Gildea	Bus Driver	Extension- 27101	
Bus Monitor	Ms. Mary Ann Eberling	Bus Monitor	Extension- 27101	
*Student (optional)	Mr. Owen Leonard	Student		
Other School Personnel (below)	Ms. Suzanne Lendzian	Athletic Director	Extension - 24573	

shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALTERNATE NUMBER (optional)
	Mr. Ralph Perez	Transportation Supervisor	Extension - 27135	
	Mrs. Maryke Troast	Nurse	Extension - 21532	
	Mr. William Jamison	HVAC Technician	Extension - 22573	
	Mrs. Erin Milteer	District Social Worker	Extension - 25508	
	Mr. Mike Bieger	Communications Director		
After School Personnel (optional, but NYSED recommended below)				
Athletic Director / PE Coordinator	Ms. Suzanne Lendzian	Athletic Director	Extension - 24573	
After-School Program Director	Taft- Christie Alvarez Round Hill- Jennifer Eckerson Little Britain- Rae Anne Nocera	Blooming Grove Recreation Director YMCA Supervisor Healthy Kids	(845) 496-9201 (845)-394-2126 (845) 546-1257	

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALTERNATE NUMBER (optional)
Before-School Program Site Supervisor	Taft- Christie Alvarez Round Hill- Jennifer Eckerson Little Britain-Rae Anne Nocera	Blooming Grove Recreation Director YMCA Supervisor Healthy Kids Director	(845)- 496-9201 (845) 394-2126 (845)- 546-1257	
Extracurricular Activities Coordinator	Mr. Jack Rallo	Director of Facilities III	Extension-27111	845-238-8610

CONCEPTS OF OPERATION

1. The District-wide School Safety and Emergency Management Plan will be directly linked to individual Building-level Emergency Response Plans for each school. Protocols developed in the District-wide School Safety and Emergency Management Plan will guide the development and implementation of Building-level Emergency Response Plans.
2. All District building plans have been standardized to the extent possible so that leadership decisions are consistent and leaders may be interchangeable as necessary. The training and expectations set at the district level are applicable to all building team members.
3. In the event of an emergency or violent incident, the initial response at an individual school will be by the Building-level Emergency Response Planning Team.
4. Once the Superintendent and/or their designee are notified, the District Emergency Response Team may be mobilized to respond, and when appropriate, local emergency officials will be notified. All will follow the emergency management protocols and practices outlined in the National Incident Management System (NIMS) and will practice Incident Command System (ICS) techniques to better manage these events.

PLAN REVIEW & PUBLIC COMMENT

1. The District-wide Safety and Emergency Management Plan shall be monitored and maintained by the District Safety Team. The District Safety Team shall review the plan annually before making it

available for a 30-day comment period, a public hearing, and, finally, adoption by the Board of Education before September 1st of each year.[23]

2. On June 23, 2022, Governor Hochul signed Alyssa's Law, Chapter 227 of the Laws of 2022 (Chapter 227) which became effective immediately. Chapter 227 amends Education Law § 2801-a to require that district-wide school safety teams of public schools, boards of cooperative educational services, and county vocational education extension boards consider the usefulness of silent panic alarm systems when reviewing and amending district-wide safety plans. [24]
3. Building-level Emergency Response Plans shall be confidential and not subject to disclosure under Article 6 of the Public Officers Law or any other provision of law in accordance with Education Law Section 2801-a.
4. Full copies of the District-wide Safety and Emergency Management Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption and no later than October 1st each year.
5. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(3).[25] This plan will be made available for public comment at least 30 days prior to its adoption.
6. Building-level Emergency Response Plans will be supplied to the appropriate local law enforcement agency and the State Police by October 1 st of each year or within 30 days of adoption.[26]

[23]155.17(a) By September first of each school year, every board of education of a school district, every board of cooperative educational services and county vocational education and extension board, and the chancellor of the City School District of the City of New York shall adopt a comprehensive district-wide school safety plan and building-level emergency response plans regarding crisis intervention and emergency response and management, and commencing with the 2023-2024 school year district-wide school safety plans shall include plans for the provision of remote instruction during any emergency school closure, provided that in the City School District of the City of New York, such plans shall be adopted by the chancellor of the city school district.

[24]EL 2081-A(f) District-wide school safety teams shall consider, as part of its reviews of the comprehensive district-wide safety plan, the installation of a panic alarm system. For purposes of this paragraph, "panic alarm system" shall mean a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from local law enforcement or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the superintendent of state police and may include one or more of the following: wired panic button or buttons, wireless panic button or buttons or a mobile or computer application; The New York State Register, December 2022, https://dos.ny.gov/system/files/documents/2022/12/122822.pdf (page 12)

[25]155.17(c)(3)(i) 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 submit its district-wide safety plan and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019-2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter.

[26]155.17 (c)(3)(ii) Each board of education, chancellor or other governing body or officer shall ensure that each building-level emergency response plan and any amendments thereto, is submitted to the appropriate local law enforcement agency and the State Police within 30 days of its adoption, but no later than October 1 for the 2020-2021 school year and each October 1st thereafter. Building-level emergency response plans shall be confidential and shall not be subject to disclosure under Article Six of the Public Officers Law or any other provision of law.

SECTION II RISK REDUCTION/PREVENTION AND INTERVENTION

PREVENTION AND INTERVENTION STRATEGIES[27]

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

1. The District utilizes trained multidisciplinary Threat Assessment Teams (a.k.a. Behavioral Assessment Teams) at each building to evaluate threats and implement the appropriate mitigation strategies. The District provides support and record keeping for the activities of each team.
2. The District has established a building level multidisciplinary Behavioral Assessment Team which assesses whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Assessment Team convenes annually to conduct staff training sessions on the safety and emergency procedures of such team [28]
3. The District utilizes a multidisciplinary Behavioral Threat Assessment Team provided by BOCES that assesses whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Threat Assessment Team is available to the district whenever a threat is identified and requires evaluation.
4. The District Safety Team may utilize table top exercises to discuss their roles during an emergency and their responses to a sample emergency situation.[29]
5. Any utilized school safety officers and other security personnel are trained annually with the assistance of one or more of the following collaborative relationships:

    - Emergency Responders
    - Regional BOCES
    - District Consultants
    - School Resource Officers
    - Private Security at the Middle School and High School

6. Training for school staff working in an incident control capacity may include:
    a. Individual and group de-escalation techniques
    b. Non-violent conflict resolution skills

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[27] 155.17(c)(1)(iii) appropriate prevention and intervention strategies, such as:(a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;(b) where applicable, the establishment and/or participation of, school or district staff in a multi-disciplinary behavioral assessment team to assess whether certain exhibited behaviors or actions need intervention or other support, including a school or district-level behavioral assessment team or, if available, a county or regional threat assessment team. Where such teams are utilized, the district-wide school safety plan shall describe the school, district, or county team and its purpose, and annual staff training on safety and emergency procedures shall include information regarding the purpose and procedures of such team. (c) nonviolent conflict resolution training programs; (d) peer mediation programs and youth courts; and (e) extended day and other school safety programs.

[28] 155.17(c)(1)(iii)(b) where applicable, the establishment and/or participation of, school or district staff in a multi-disciplinary behavioral assessment team to assess whether certain exhibited behaviors or actions need intervention or other support, including a school or district-level behavioral assessment team or, if available, a county or regional threat assessment team. Where such teams are utilized, the district-wide school safety plan shall describe the school, district, or county team and its purpose, and annual staff training on safety and emergency procedures shall include information regarding the purpose and procedures of such team.

[29] 155.15(4)(1)(xiv)(2) Tabletop exercises may be utilized by school and district safety teams as a training resource and may include a discussion-based activity for staff in an informal classroom or meeting-type setting to discuss their roles during an emergency and their responses to a sample emergency situation.

c. Peer mediation

d. Health Education Programs

e. 21st Century Professional Development

7. The District may provide de-escalation techniques and nonviolent conflict resolution training to other staff annually. Each building has some staff trained in nonviolent conflict resolution.
8. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
9. Procedures relating to building security including utilization of staff and security equipment are as follows:[30]
    1. All authorized staff members are expected to carry their classroom/office keys/swipe cards at all times.
    2. All staff members are expected to wear District-issued photo identification badges.
    3. After the designated start time of the school day, each school will be appropriately secured.
    4. All visitors must report to each building's designated single point of entry and sign in before proceeding further into the building.
    5. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery. An exception for regular food service deliveries may be made after the vendor has been authorized for the school year.
    6. The District has executed Memorandums of Understanding (MOU) with Security Providers as required byNYS Regulation[31].
    7. Extended day and other school safety programs - The district school buildings and facilities provide a valuable resource to our students and community after the conclusion of the school day. The following are strategies are utilized during after-school hours:
        - To the degree possible, access to areas of the school building is limited to only those needed for activities.

[30]155.17(c)(1)(xi)(a) policies and procedures relating to school building security, including, where appropriate: (a) the use of school safety or security officers and/or school resource officers. Beginning with the 2019-20 school year, and every school year thereafter, every school shall define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct.

[31]155.17(c)(1)(xi)(a)/2801-a A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers,collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan.

- Some buildings may use a modified point of entry.

10. The district has established a comprehensive **Before and After School Programs, Activities, and Events Safety Annex** to safely manage before- and after-school activities and events, including athletic activities and programs, ensuring a secure and welcoming environment for all attendees. These guidelines outline protocols for visitor management, crowd control, emergency preparedness, and coordination with law enforcement as needed. This detailed annex can be found in each confidential Building-level Emergency Response Plan.
11. The district has adopted a board-approved policy addressing extreme heat conditions. In addition, the district established a **Maximum Temperature in Schools Annex** within each Building-level Emergency Response Plan to guide implementation, including monitoring room temperatures, implementing heat mitigation strategies, and relocating students and staff when practicable. In the event of a heat emergency, the district will activate the protocols outlined in the Building-level Emergency Response Plans, consistent with the district's board-approved policy. The district will also address medical needs, transportation, and emergency notification of parents and guardians as outlined in the Building-level Emergency Response Plans.

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

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

Improving Communication with Students

Each of the schools within the district provides a wealth of school safety-related initiatives aimed at improving communication among students, between students and staff, and between administration and parents or persons in parental relation.[32] These programs may include the establishment of youth-run programs, creating a forum or designating a mentor for students, peer mediation, bullying prevention, conflict resolution, social skills development, managing emotions and components of character education (including Peer mediation and a Safe School Ambassador Program.. Students are involved in a wide variety of safety activities through both their classes as well as through work with school counselors, social workers, and school psychologists. By October 1st of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.[33]

[32] 155.17(c)(1)(xvi) strategies for improving communication among students, between students and staff and between administration and parents or persons in parental relation regarding reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

[33] 155.17(g) Instruction. Each public school superintendent and each chief school administrator of an educational agency other than a public school shall take action to provide written information, by October 1st of each school year, to all students and staff about emergency procedures.

Each building has established a mechanism for the anonymous reporting of school violence and harassment and has communicated this to students and parents.[34]
The school district's Code of Conduct is accessible to parents and students and reviewed with all students at the beginning of the school year. During the review with students, bullying, discrimination, harassment and violations of the Code of Conduct, along with consequences are discussed.

All staff members are trained in recognizing and effectively dealing with these behaviors, as outlined in the Code of Conduct.
In addition, each school has a wide range of programs and supports that impact school safety. These may include offering a variety of clubs, classroom lessons, small group lessons and/or individual counseling sessions, school-wide meetings, morning meetings in classrooms, assemblies, mindfulness rooms, yoga and movement breaks, and a variety of wellness opportunities.

Reporting Threats or Acts of Violence

Students, staff, parents and others are informed annually about the importance of reporting threats or acts of violence and the procedures of reporting.
The District has developed a system for reporting threats and actual acts of violence. The procedure for reporting is as follows:

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

Training, Drills and Exercises

Drills and Exercises:[35]

General Guidelines for Drills

Trauma-Informed Approach: All drills conducted during the school day with students present will be conducted in a trauma-informed, developmentally, and age-appropriate manner. Props, actors, simulations, or tactics mimicking a school shooting, incident of violence, or other emergencies are strictly prohibited.[36] (Effective 7/31/24) The New York State Fire Code requires that the fire alarm be used in an evacuation (evacuate) drill, and it is not considered a prop.
Annual Training: Drills will be conducted only after annual training in emergency procedures has been provided to students and staff.

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[34] 155.17(c)(1)(xvi) strategies for improving communication among students, between students and staff and between administration and parents or persons in parental relation regarding reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

[35] 155.17(c)(1)(xiv) procedures for review and the conduct of drills, tabletop exercises, and information about emergency procedures and drills, including information about procedures and timeframes for notification of parents or persons in parental relation regarding drills and other emergency response training(s) that include students. At their discretion, schools and districts may participate in full-scale exercises in coordination with local and county emergency responders and preparedness officials.

[36] 155.17(c)(1)(xiv)(1) Drills conducted during the school day with students present shall be conducted in a trauma-informed, developmentally, and age-appropriate manner and shall not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency.

Varied Scheduling: Drills will be scheduled on different dates, days of the week, and during different times of the school day.[37]

Exclusions for Unplanned Events: Unplanned evacuations or false alarms do not count as a required drill. Evacuations made necessary by the unplanned activation of the fire alarm system or by any other emergency shall not be substituted for a required evacuation (evacuate) drill.[38]
Student/Staff Notification: At the time that drills are conducted, students and staff shall be informed that the activities being conducted are a drill. Provided, however, that students and staff shall not be informed in advance of evacuation (evacuate) drills. (Effective 7/31/24)[39]
Parental Notification: Parents or persons in parental relation will be given advance notice of each drill being conducted within one week prior to the drill.[40] (Effective 7/31/24) Procedures for notifying parents or persons in parental relation will include:

1. **Official Letter or Email**
    - Timing: **Within one week** before the drill.
    - Include the following information:
        - General time frame of the drill
            - (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill
        - Type of drill (e.g., fire drill, lockdown drill)
        - Purpose of the drill
        - Importance of the drill for student safety
        - Contact information for questions or concerns
2. **Automated Phone Calls and Text Messages**
    - Timing: **Within one week** before the drill.
    - Use the school's automated messaging system to send a notification.
    - Include the following information:
        - General time frame of the drill
            a. (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill
        - Type of drill (e.g., fire drill, lockdown drill)
        - Purpose of the drill
        - Importance of the drill for student safety
        - Contact information for questions or concerns
3. **Post-Drill Follow-Up**
    - Timing: Immediately after the drill.

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[37] 155.17 (c)(2)(vii)(c) be completed on different dates, days of the week, and during different times of the school day; and

[38] 401.7 New York State Fire code (pg 59)

[39] 155.1(c)(1)(xiv)(2) At the time that drills are conducted, students and staff shall be informed that the activities being conducted are a drill. Provided, however, that students and staff shall not be informed in advance of evacuation drills.

[40] 155.17(c)(2)(vii)(d) parents or persons in parental relations shall be given advance notice of each drill being conducted within one week preceding any such drill.

- Send a follow-up letter or email to parents/guardians summarizing the drill, what went well, and any areas for improvement.
- Reassure parents that the drill was conducted safely and effectively**.**

Required Drills

Evacuation (Evacuate) Drills: Eight (8) evacuation (evacuate) drills will be conducted each year, with six (6) completed between September 1 and December 31. Four (4) of these drills must involve the use of fire escapes on buildings where fire escapes are provided or other secondary means of egress such as different corridors, hallways, stairways, and exit doors.[41] [42] Students will be instructed in the procedure to be followed in the event that a fire occurs during the lunch period or assembly. This instruction may be waived if a drill is held during the regular school lunch period or assembly[43]

Lockdown Drills: Four (4) lockdown drills will be conducted annually, with two (2) completed between September 1 and December 31.

Emergency Dismissal Drill: One (1) emergency dismissal drill will be conducted to test early dismissal procedures, occurring no more than 15 minutes before the normal dismissal time. Parents will be notified of these drills at least one week prior. Transportation Officials and District staff may also take place in conducting an evaluation of this drill. This drill also allows the District to test the usefulness of the communications and transportation system during emergencies.[44]

Additional Evacuation (Evacuate) Drill Requirements

After-School Programs, Events, and Performances: For after-school programs, events or performances conducted within a school building that include persons who do not regularly attend classes in the building, the principal or other person in charge of the building must require the teacher or person in charge of the after-school program, event or performance notify attendees of the procedures to be followed in an emergency.[45]

Before- and After-School Safety Planning: Consistent with guidance from the New York State Education Department, the District's emergency response planning applies to school buildings and grounds during before-school and after-school programs, extracurricular activities, and school-sponsored events. Safety planning for these periods considers differences in supervision, staffing, student movement, and building use that may occur outside of regular instructional hours. Procedures address communication, student accountability, coordination with transportation, and coordination with emergency responders, as appropriate. Detailed, site-specific procedures for before- and after-school activities are maintained within each school's confidential Building-Level Emergency Response Plan and are implemented in coordination with designated staff and program leaders.

Optional Drills

[41] 155.17(h)(i) Four drills shall be through the use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress, such as through different corridors, hallways, stairways, and exit doors. Drills shall be conducted at different times of the school day

[42] EL §807.1 four of the required drills must be through use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress

[43] 155.17(h)(ii) Pupils shall be instructed in the procedure to be followed if an emergency occurs during a lunch period or assembly, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period or assembly.

[44] 155.17(h)(3) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies.

[45] 807.1-a for after-school programs, events or performances conducted within a school building and include persons who do not regularly attend classes in the building, the principal or other person in charge of the building must require the teacher or person in charge of the after-school program, event or performance notify attendees of the procedures to be followed in an emergency.

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

Full Scale Exercises: The district may opt to conduct functional exercises with emergency response agencies to involve staff, students and parents in realistic drills. Exercises that include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency may not be conducted on a regular school day and when school activities such as athletics are occurring on school grounds. Such exercises may not include students without written consent from parents or persons in parental relation.[46]

The district does not plan to conduct functional exercises with emergency response agencies that involve staff, students, and parents in drills using props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency. If this policy were to change in the future, any such exercises would not be conducted on a regular school day or when school activities such as athletics are occurring on school grounds. Additionally, no students would participate in these exercises without written consent from parents or persons in parental relation.

Training and Review Processes

Training for Students: Prior to the first annual drill, staff shall review emergency response procedures and drill requirements with students during class time, providing an opportunity for students to ask questions about any unclear procedures.

Age-appropriate student instruction shall also include awareness of Sudden Cardiac Arrest, including how to recognize a medical emergency, the importance of promptly notifying an adult, awareness of where automated external defibrillators (AEDs) are located within the building, and an understanding of which staff members are authorized to use AEDs.

Building-level Emergency Response Planning Team and District Administration Team Training: Each Building-level Emergency Response Planning Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises.[47]

Drill Review and Protocol Updates: In addition to post-drill debriefings conducted by each building-level emergency response planning team, each building will complete a drill evaluation form that will be submitted to the district-wide safety team for periodic review, which includes observations from the drill as well as any additional feedback obtained from building personnel. Changes to procedures are made as needed. The district-wide safety team should evaluate communications and transportation systems during emergencies.[48]

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[46] 155.17(c)(1)(xiv)(4) Schools and districts that opt to participate in full-scale exercises in conjunction with local and county emergency responders and preparedness officials that include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency shall not conduct such exercises on a regular school day or when school activities such as athletics are occurring on school grounds. Such exercises may not include students without written consent from parents or persons in parental relation.

[47] 155.17(c)(1)(xiv)(3) Tabletop exercises may be utilized by school and district safety teams as a training resource and may include a discussion-based activity for staff in an informal classroom or meeting-type setting to discuss their roles during an emergency and their responses to a sample emergency situation.

[48] 155.17(h)(2) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies

Local Emergency Responder Involvement: The appropriate Fire and Police Departments may, upon mutual agreement with the District, participate in some or all evacuation(evacuate) and lockdown drills, offering feedback on the effectiveness of building evacuation during a fire and the overall effectiveness of lockdown procedures.
Sudden Cardiac Arrest: Annual training provided to staff shall include how to recognize sudden cardiac arrest or similar life threatening health emergencies and the specific procedures outlined in the cardiac-emergency response plan, in alignment with state law and nationally recognized evidence-based practices such as those recommended by the American Heart Association.

Special Provisions

Building Occupants with Special Needs: Prior to the commencement of each school year, the Building-Level Emergency Response Planning Team shall conduct an inventory of any special needs students. Appropriate accommodations for the school year will be incorporated into each Building-Level Emergency Response Plan.
Access and Functional Needs: Building-specific procedures addressing the access and functional needs of students, staff, and visitors are maintained in each school's confidential Building-Level Emergency Response Plan. These procedures are integrated into the applicable emergency response annexes and address considerations such as mobility limitations, medical needs, medication access, medical equipment, service animals, personal assistance requirements, and other access or functional needs that may impact response actions during evacuation, shelter-in-place, hold-in-place, secure lockout, lockdown, and other emergency conditions. Such procedures are developed, reviewed, and updated by the Building-Level Emergency Response Team in accordance with Commissioner's Regulation §155.17, district policy, and applicable privacy and civil rights requirements.

Communication

Staff Information: Information about drills will be included in the teacher's manual or handbook as mandated by Education Law §807.2. A summary of drill procedures are detailed in each of the Building-Level Emergency Response Plans.

STAFF DEVELOPMENT TRAINING:

All general staff shall receive training on District-wide procedures as well as specific procedures contained within their respective Building-Level Emergency Response Plan. Beginning in the 2025–2026 school year, this training shall also include components of Sudden Cardiac Arrest, including how to recognize the signs of Sudden Cardiac Arrest, initiate appropriate emergency response actions, and understand the location of automated external defibrillators (AEDs), consistent with Education Law §2801-a(2), as amended by Chapter 189 of the Laws of 2025. This training shall occur prior to September 15 of each school year or within 30 days of joining the District and may be conducted during a staff development day in August, online, or through a combination of both.[49]

The District will provide advanced training for each Building-level Emergency Response Planning Team and District-wide Safety Team annually. Effective July 1, 2025, the training will include a description of the roles and responsibilities of the Building-level Emergency Response Planning Team, the building-

[49]155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
**Please note, the terminology in this paragraph has been pulled directly from the law language, and therefore the terminology remains shelter, hold, evacuate, secure lockout, and lockdown.

level Incident Command System including the roles and responsibilities of designated staff, and the building level-emergency response plan procedures for implementing the following required emergency response terms: shelter, hold, evacuate, secure lockout, and lockdown. The required training shall also include the procedures for conducting drills, including whether classrooms will be released from lockdown by law enforcement or school or district administrators during drills, and the district and building policies, procedures, and programs related to safety including those which include components on violence prevention and mental health.[50]
Additional training includes but is not limited to:

- De-escalation training
- Warning signals for violence and mental health concerns
- Non-violent conflict resolution

Proactive Building Security Measures

1. The District buildings use limited points of entry. All doors are locked. Signs are in place directing visitors to sign-in at the reception desk at each school. Main doors are controlled by remote "buzzer" entry during normal school hours.
2. All schools have greeters or office staff members just inside the entrance to each school in the District. These individuals ensure visitor sign-in procedures and help supervise building traffic flow. The building principals are responsible for supervision of the greeters and other staff.
3. Staff members are required to wear visible identification badges.
4. Visitors are required to sign in and wear visitor identification.
5. Visitor access is limited to specific areas of the school building.
6. All schools have cameras in place throughout the buildings both internal and external.

Vital Educational Information[51]

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

Early Detection of Potentially Dangerous Behavior [52]

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

1. A "plain language" summary of the District's Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand

[50] 155.17(2)(xiii) https://www.regents.nysed.gov/sites/regents/files/424p12d2.pdf

[51] 155.17(2)(ix)Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

[52] 155.17(c)(1)(xii) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community, and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, parents [and] or other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;

acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.

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

Police Agencies

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

Agency	Phone Number
Washingtonville Police Department	845-496-9123
Blooming Grove Police	845-496-9161
New Windsor Police	845-565-7000
Orange County Sheriff's Department	845-291-4033
New York State Police	845-344-5300

Hazard Identification

Identification of Potentially Dangerous or Hazardous Sites:

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

1. These sites are to include electrical, gas, heating, ventilation, water supply and sewage systems locations and shut-off valves. Local fire department personnel have and will continue to participate in these efforts.
2. These sites of potential emergencies will be listed in each Building-level Emergency Response Plan supplied to police, fire, emergency management services, and District personnel.
3. Potentially dangerous sites indicated below that are contained within school property and under the jurisdiction of the school district, will be checked regularly and inspected by building safety personnel on a regular schedule, at least annually. They include but are not limited to:

    - Electrical panels/shut-off
    - Gas lines/shut-off
    - Gas appliances
    - Heating plant
    - Sewage system
    - Structural failure
    - HVAC
    - Water supply/shut-off
    - Chemical storage and cleaning supplies
    - Paper supply storage
    - Industrial arts room
    - Science rooms and labs
    - Isolated areas near the school
    - Nearby aqueduct, streams, ponds, rivers (flooding)
    - Steep areas near school
    - Unprotected exterior gas/electric, air conditioning supplies or equipment
    - Playground equipment

School Safety Personnel Allocations, Hiring, Duties, and Training[53]

Private Security and School Resource Officers

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

District Memorandum(s) of Understanding related to this section are maintained in the District office.

Allocations

A. At the elementary and middle school level, there is a single point of entry for visitors at each building and visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced

[53] 155.17(c)(1)(xvii) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;

identification badges which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge. In addition, at the middle school there is a police officer and safety personnel, each elementary school has a police officer in the building.

B. At the high school level, there is a single point of entry for visitors, which is staffed during normal school hours by one of several staff members or safety personnel assigned to the High School. Visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced identification badges, which must be worn at all times. In addition, an SRO and safety personnel are assigned to areas throughout the building.

HIRING

The interviewing and hiring of safety personnel follows the district's practices for hiring of new staff. All new staff employed by the District must be fingerprinted in order to be employed.

DUTIES AND TRAINING

Greeters

- contracted personnel at each elementary and middle school
- buildings are staffed during regular school hours
- primarily responsible for enforcement of the visitor protocols
- report unlawful activity
- provide escorts for parents and students when needed
- members of building-level emergency response planning teams

Secondary School Monitors

- staffed at select elementary, both middle schools and high school
- actively monitor the building and support the staff with student safety and traffic
- provide student supervision
- check that school procedures are being adhered to
- guide the arrival and dismissal processes
- perform perimeter checks
- report unlawful activity
- escort students and parents if needed
- members of building-level emergency response teams

School Security Monitors

- staffed during regular school hours at the high school and middle school as well as for special events in the evening and on weekends
- enforce our visitor policy as well as actively monitor the building and support the staff with student safety and traffic

Law Enforcement

- Located in each school building
- provide security and enforcement
- liaison to outside resources in the event of an emergency

- control automobile traffic patterns throughout the day

Required training includes:

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

SECTION III RESPONSE

NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS

INTERNAL

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

EXTERNAL

Anyone with knowledge of a physical emergency event is encouraged to immediately call 911. In the event of a cybersecurity or data privacy incident, staff must immediately notify the Technology Helpdesk or District Data Protection Officer (DPO) as outlined in the District's Incident Response Plan. The District's mass communication system will be used to provide information to parents/guardians and emergency contacts. The District website may also be used to provide updated information throughout an incident as deemed appropriate by the Incident Commander. Schools may also use their websites, groups, and hotlines for announcements or updates as directed by the Incident Commander. When an emergency requires notification of staff, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: https://www.wcsdk12.org

During an emergency, all contact with the media will be handled either by the Superintendent or their designee. The media and public will be informed and updated as soon as practicable on all developments in statements released by the Superintendent or their designee. Students, staff and parents should refer all questions and requests for information to the Superintendent in order to assure the release of factual and current information. The Superintendent may refer such requests to the Public Information Officer for response.
By definition, emergency events are unforeseen and unpredictable. The safety of students and staff is the primary focus of all activities surrounding an emergency event. Every effort will be made to contact parents and the general public once the situation has stabilized.

SITUATIONAL RESPONSES

MULTI-HAZARD RESPONSE

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

In each emergency, the building's administrator will contact the District office for assistance. The District office will provide support as appropriate and deemed necessary by the Incident Commander on the scene (i.e. sending additional mental health resources). The Superintendent or their designee will be the sole contact person for releasing information to the media and for communicating the

status of the emergency with other District schools, out-of-district schools, private schools, and outside agencies.[54]

Response Protocols

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

School cancellation

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

Early dismissal

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

Evacuation (Evacuate)

- The Superintendent or their designee will determine the level of the threat.
- The Operations Chief will contact the transportation supervisor to arrange transportation. They will also arrange for student-parent reunification.
- The Safety Officer will clear all evacuation routes and sites prior to evacuation
- Principal(s) will evacuate all staff and students to prearranged evacuation sites as outlined in building plans. They will report to the superintendent or their designee any missing staff or students.

Shelter-in-Place/Shelter Sites (internal and external)

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

[54] 155.17(c)(1)(xviii) in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster;

Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations[55]

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

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

Responses to Implied or Direct Threats of Violence[56]

1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.
2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, or other school personnel including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.
3. The district disseminates educational material, including but not limited to emails and formal brochures, encouraging parents and visitors to tell school staff about any direct or implied

[55] 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;

[56] 155.17(c)(1)(i)policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including threats by students against themselves, which for this subdivision shall include suicide;

threat of violence or actual acts of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves.

4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.
5. Each building has the availability of a Threat Assessment Team. This is a multi-disciplinary team that uses a nationally recognized evidence-based model to evaluate threats and implement the necessary mitigation steps to help prevent a threat from escalation to an act of violence.

6. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement.

Responses to Acts of Violence[57]

1. The Principal or their designee will determine whether to contact law enforcement personnel. **Threats or actions placing students, staff and others in imminent danger require an immediate LOCKDOWN protocol followed by a call to the police and the District Superintendent (if safe to do so)**. Violent offenses defined in the S.A.V.E. regulations will also require the involvement of the police.
2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.

3. The Building-level Emergency Response Planning Team consisting of trained staff and school personnel may assist with an Evacuation (Evacuate), Secure Lockout, Shelter-in-Place/Shelter, Hold-in-Place/Hold, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.
4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors (including all BERT members) are required to Lockdown in the nearest lockable space and await further instruction, or in some situations, evacuate the campus.
5. Procedures for contacting parents, guardians and persons in parental relation to students in the event of a violent incident or early dismissal or emergency closure are detailed in each building-level emergency plan. The use of the District's mass communication system is typically utilized.[58]

6. Aggressively dangerous and violent students, teachers, other school personnel, bus drivers and monitors, or visitors shall be managed as outlined by the procedures detailed in the district Code of Conduct.

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[57] 155.17(c)(1)(ii) policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors and visitors to the school, including consideration of zero-tolerance policies for school violence;

[58] 155.17(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal or emergency school closure

7. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.
8. School administrators must keep records of serious threats and acts of violence and report them annually to the state.

9. Prompt contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Planning Teams. These individuals and appropriate means of contact are documented in each Building-Level Emergency Response Plan.[59]

10. The district has a zero-tolerance policy for acts of school violence.

Protocols for a State Disaster Emergency Involving a Communicable Disease

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

Background

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

[59] 155.17(c)(1)(iv) policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;

PROTOCOLS

1. In the event of a state-ordered reduction of the District's in-person workforce, the following is a list of **essential** employees.

Essential Position	Description	Justification
Building Level Emergency Team	All assigned members to the Emergency Team, as indicated in the BLERP.	As needed for planning if remote not possible
District Level Emergency Team	All assigned members to the Emergency Team, as indicated in the DWSP.	As needed for planning if remote not possible
Cabinet	Superintendent, Asst Sup. of Curriculum, Asst. Supt. of Business, Asst Supt of Operations, Asst. Supt of PPS, Director of Personnel & Director of Technology.	As needed for planning and oversight
Security Team	Director of Facilities, assigned building monitors, as needed members of Altas Security	As needed for building access
Custodial Staff	Director of Facilities, Building Head Custodians, applicable staff for cleaning, as needed	As needed to ensure health and safety cleaning protocols are followed.
Technology Staff	Director of Technology and full department.	As needed to maintain remote access, respond to cybersecurity incidents, and ensure the integrity of critical data systems.
Food Service Staff	Director of Food Service, Sr. Food Service Workers, and necessary staff for meal distribution as needed.	As needed to provide meals to students during remote instruction.
Business Office Staff	Asst Supt for Business, Treasurer, Payroll, Accounts Payable, Purchasing Agent	As needed to ensure business operations continue.
PPS Staff	Asst Supt for PPS, Supervisor of PPS, office staff as needed, Related Service Providers, Counselors as needed to meet student	As needed to ensure students' mandated IEP and 504 services are met as well as mental health needs of staff and

Essential Position	Description	Justification
	needs	students
Buildings, Grounds & Maintenance	All assigned members to support upkeep of buildings & grounds	As needed to ensure facilities are maintained properly
Transportation Staff	Supervisor of Transportation, Dispatcher, Mechanics, and bus drivers as needed	As needed to transport students and/or deliver food and supplies

2. To enable all non-essential employees to telecommute, District staff will be guided by the Washingtonville Central School District Reopening Plan that can be found on the District website.
3. In an effort to reduce overcrowding at the worksite:
    - Class schedules may be staggered to a morning and afternoon cohort.
    - In-person days may be staggered by cohorts groups.
    - Follow CDC/Health Department mandates for numbers permitted on site
    - Staff and students may walk or drive a personal vehicle to campus.
    - Staff may be required to arrive on campus prior to students in a staggered work shift or staggered assigned day of work.
    - Employees may be permitted to work remotely.
    - Visitors may not be permitted on campus during school hours.
4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:
    - The Facilities Department will maintain an inventory of PPE in accordance with NYS Education Department guidelines, and continually restock the same as needed.
    - Storage of personal protective equipment will be on campus and comply with the manufacturer's storage recommendations for each item.
    - PPE equipment will be readily available, if needed.
5. In the event an employee or student is exposed to a known case of a communicable disease that is subject to a state disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, the District will respond as per the Washingtonville Central School District - District Wide Safety Plan that can be found on the district website https://sway.office.com/hgvVucmSq7zEfUZw?ref=Link under the Annual Notices section of the site.
6. All essential employees will have their hours and work locations documented, including off-site visits, by:
    - All entrances will be locked and monitored by security guard/greeter.
    - All employees will use their access card for entrance which documents their arrival on premises.

- Payroll, attendance, and/or time cards will further document an employee's presence on campus.
- Non-essential visitors will be not be allowed on site.

7. If emergency housing is needed to further contain the spread of the communicable disease, the Washingtonville Central School District will lodge an essential employee at a local hotel bearing the full cost of the stay.
8. OTHER: Any other requirements determined by the Department of Health such as contract tracing or testing, physical distancing, hygiene, and disinfectant, or mask-wearing.

Identification of District Resources Which May Be Available for Use During an Emergency[60]

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

- Copy of District-Wide School Safety Plan
- Building-level Emergency Plan
- Quick reference Emergency Management Procedures
- List of emergency telephone numbers
- Building floor plans
- Telephones
- Radio communications
- Weather radio
- Flashlights
- Photocopier
- Computer
- Student rosters
- List of individuals with special needs and specific evacuation plans
- Telephone numbers for parents/guardians Information about emergency needs (e.g. students/staff that require medications, vehicular transportation issues, etc.)
- School and staff census information

Coordination and School District Resources and Manpower During Emergencies[61]

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

[60] 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;

[61] 155.17(c)(1)(viii) except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;

support during an emergency as needed. Assistance from outside government agencies may also be requested. A specific list of available resources may be found in Appendix 4 of this plan.

Participating in Unified Command under ICS Principles

Assignment of Responsibilities

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

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

ICS Positions

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

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

Emergency Remote Instruction

Overview

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

When making decisions about remote instruction, the District will consult with students, parents,

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

Definitions

A. "Asynchronous instruction" means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher.

B. "Non-digital and/or audio-based instruction" means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other audio platforms.

C. "Remote instruction" means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.

   1. Remote instruction will encompass synchronous instruction provided through digital video- based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.

   2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.

D. "Synchronous instruction" means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real time.

Formats and Methods of Remote Instruction

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

Instructional Options

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

Computer and Connectivity Access for Students

The District will ensure that students have the necessary equipment at home to participate in remote instruction.[62] No later than June 30th of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on student access to computing devices and access to Internet connectivity on a form and format prescribed by the Commissioner.[63] The information

[62] 155.17(xxi)(a) ensure computing devices will be made available to students

[63] 155.17(f)(2) Beginning in the 2022-2023 school year, each chief executive officer shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity

received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in each school's Building-level Emergency Response Plan.

Minimum Instructional Hours

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

Remote Instruction Support

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

Compliance with District Policies, Procedures, and the Code of Conduct

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

Privacy and Security of Student and Teacher Data

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

SECTION IV COMMUNICATION WITH OTHERS

Obtaining assistance during emergencies from emergency service organizations and local government agencies[64]

1. The district continues to work closely with local police, fire, EMS, and governmental agencies to obtain assistance during emergencies. Representatives helped in the development of this plan, have assisted in emergency drills, and provided technical assistance. Providers have given approval to the district to rely on local personnel, resources, and facilities in emergency situations.

2. The district maintains an updated list of local, county, and state agencies and personnel to contact to obtain assistance. The district will utilize the 911 system and/or cell phones of the local police. The superintendent or their designee will initiate the contact when needed.

Obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law[65]

1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed. The Incident Commander will call 911 with specific information (type of emergency, location, numbers of people affected, directions, etc.) The local agencies (police, fire, ambulance) will respond first. Local agencies that respond will contact county, state and federal agencies if necessary, or if a disaster is declared will invoke Article 2-B.
2. Post-incident response coordinated through local and county agencies (Red Cross, United Way agencies, mental health resources).
3. The key officials in local government that can help to develop plans and assist in emergency situations as listed in emergency situations are listed in Appendix 4. Key government agencies are listed below:

    1. Orange County OEM
    2. Sheriff's Department
    3. New York State Police
    4. Orange County Police Departments
    5. Washingtonville Fire Department
    6. Blooming Grove Ambulance
    7. Red Cross

Contacting Parents, Guardians or Persons in Parental Relation to the Students of the District in the Event of a Violent Incident or an Early Dismissal[66]

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[64] 155.17(c)(1)(v) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

[65] 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law;

[66] 155.17(c)(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal or emergency school closure;

In the event of violent incidents or crises, or an early dismissal of students, every effort will be made to notify parents. A Connect-ed message will be sent out as appropriate for the situation using the various formats available phone call, email and/or text message. As soon as practical, the Superintendent or their designee shall activate the emergency notification system that will provide relevant information. Parental notification procedures for a student involved in disciplinary situations shall be consistent with the Code of Conduct and New York State law, and shall be presented clearly and concisely to staff and students each year.

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practicable.[67] Administration shall utilize school mental health resources when necessary.
It is the responsibility of all parents and guardians to ensure that emergency contact information for students is always up-to-date and complete.

[67] 155.17(c)(1)(x) policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;

SECTION V RECOVERY

CONTINUITY OF OPERATIONS

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

CONTINUITY OF INSTRUCTION

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

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

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

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

DISTRICT SUPPORT FOR BUILDINGS

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

Members of the District Safety Team will assist as needed either at their respective Building Command Posts or by responding where directed by the Incident Commander(s). The District Safety Team will assign such other personnel as deemed necessary to meet the needs of the situation.
The District Safety Team members will remain at their assigned posts until the Incident Commander(s) has determined that the emergency is over, or it is unsafe, or no longer necessary to remain, or need to relocate.
Should the incident involve a single building, at the discretion of the District Safety Team leader in consultation with that building's administrators and Building-level Emergency Response Planning Team, other school buildings may be called to support the Building-level Emergency Response Planning Team in that building.

Should the incident involve multiple buildings, at the discretion of the District Safety Team leader, in consultation with building administrators, additional mental health support from the County Crisis Team and local area hospitals may be solicited to support the Emergency Response Teams in the affected building(s).
In any case, a "debriefing", or post-incident analysis, will be facilitated by the District Safety Team. This process will include a review of the actual incident, the Team's response to the incident, and post-traumatic incident debriefing.

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

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

Disaster Mental Health Services

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

Appendix 1 - Listing of School Buildings

District Office

52 West Main Street

Washingtonville, NY 10992
Phone: 845-497-4030

Washingtonville High School

54 West Main Street
Washingtonville, NY 10992

Phone: 845-497-4000

Little Britain Elementary School

1160 Little Britain Road
New Windsor, NY 12553

Phone: 845-497-4000

Round Hill Elementary School

1314 Route 208

Washingtonville, NY 10992
Phone: 845-497-4000

Taft Elementary School

20 Toleman Road
Washingtonville, NY 10992

Phone: 845-497-4000

Washingtonville Middle School

38 West Main St.
Washingtonville, NY 10992
Phone: 845-497-4000

APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

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

APPENDIX 3 – MEMORANDA OF UNDERSTANDING

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

Purpose of MOU: The purpose of this Agreement is to formalize and clarify the roles and responsibilities of the District and the Town of Blooming Grove.
Services Provided by Agency/Vendor: School Resource Officer(s)

Dates MOU is in Force:

INTER-GOVERNMENTAL AGREEMENT

AGREEMENT, made effective as of the 1st day of September, 2024, between the **Village of Washingtonville**, a municipal subdivision of the State of New York, with offices located at 9 Fairlawn Drive, Washingtonville, New York 10992 (hereinafter referred to as the "Village"), and the **Washingtonville Central School District**, a municipal corporation of the State of New York, with offices located at 52 West Main Street, Washingtonville, New York 10992 (hereinafter referred to as the "District").

WHEREAS, the Village and the District wish to enter into an inter-governmental agreement for the purpose of the facilitation and the carrying out of a School Resource Officer program at Washingtonville High School as set forth herein, and providing police officers at Washingtonville Middle School and Taft Elementary School during the school year, and

WHEREAS, this agreement is made pursuant to General Municipal Law, Article 5-G, and

WHEREAS, it is in the best interest of the District to obtain the services of police officers employed by the Village, one to serve as a "School Resource Officer" (SRO) in the District's Washingtonville High School, and part-time police officers to enhance safety and security at Washingtonville Middle School and Taft Elementary School during the school year, and

WHEREAS, it is in the best interest, safety, and welfare of the residents of the Village that the Village provide the services of police officers employed by it to the District to serve as an SRO at the Washingtonville High School and for enhanced safety and security in the Washingtonville Middle School and Taft Elementary School schools during the school year, and

WHEREAS, the parties believe that the provision of police officers in the schools in the District will serve to advance key objectives in the mutual interests of the parties, including, but not limited to: 1) the reduction of incidents of school violence; 2) the maintenance of a safe and secure environment on school grounds; and 3) the reduction of criminal offenses committed by juveniles and young adults on school grounds.

NOW, THEREFORE, in mutual consideration of the mutual covenants, promises, representations, and conditions contained herein, the parties hereto agree as follows:

1. The Village hereby agrees to provide one full-time police officer to serve as a School Resource Officer (SRO) to the District for its use to be deployed at Washingtonville High School.

2. The Village also hereby agrees to provide full- or part-time police officers to be deployed at each of the following schools: Washingtonville Middle School and Taft Elementary School.

3. The Village further agrees to provide a marked police car at each school during the time a police officer is assigned to that school.

4. The parties agree that the term of this Agreement shall run from September 1, 2024 to June 30, 2027. The parties also acknowledge that the provision of an SRO and police officers by the Village shall commence as of September 1, 2024. The District's payment obligations as detailed in Paragraph 8 of this Agreement shall be effective as of September 1, 2027.

5. The Village Police Chief or his designee shall have sole discretion as to the assignment, reassignment and all other matters concerning the SRO and other police officers assigned under this Agreement. If the District is dissatisfied with the performance of a particular police officer, it shall provide a written request to the Village Chief of Police for a reassignment setting forth sufficient details indicating the reasons for the request. The Chief shall evaluate the request with strong consideration to the specific school population and if need be shall confer with the SRO/police officer and the relevant District and Village officials to see if a resolution can be reached. The Chief shall either grant or deny the request within ten (10) days of receipt of such written request and shall provide notice of his decision in writing to the District. In the event that the request is denied by the Village, the District shall have the option of terminating that portion of this Agreement that relates to the school at issue and payment to the Village for that school will cease as of the date of termination. For such termination to be effective, the District must notify the Village in writing and set forth the reason(s) for termination that articulate a legitimate concern for the safety and welfare of the student body, staff or faculty that would remain present but for the termination.

   It is understood and agreed that the police officers to be appointed by the Village Police Chief shall have the following qualifications:

   - The SRO shall be a full-time police officer with special training.
   - Shall possess sufficient knowledge of applicable federal, state, and local laws as well as the School District's policies and regulations.
   - Shall possess an even temperament and set a good example for students and staff.
   - Shall possess communication skills that would enable the police officers to function effectively within the School environment.

6. The District and the Village share the following goals and objectives regarding assignment of the SRO to the Washingtonville High School and the police officers to the Washingtonville Middle School and Taft Elementary School:

A. School Resource Officer/Police Officers:

- Will serve as a resource to students, teachers, school administrators and parents, so as to:

    (i) Increase student awareness about crime prevention, Internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;

    (ii) Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;

    (iii) Build increased rapport with the student body and school community;

- Will be available to work cooperatively with teachers to provide education in criminal justice and other related topics, as requested and appropriate, to increase students' knowledge of and respect for the law and the function of law enforcement agencies;

- Will provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; this will include a collaborative working relationship with any District Security Aides who work in the schools. While in the school, the SRO/police officers will take direction from the building principal when appropriate and will meet with the principal at least weekly.

- Will, in addition to normal police procedures and enforcement of applicable laws, upon request by the Principal or Superintendent of Schools, conduct criminal investigations with the goal of promoting safety for the school community, establishing a deterrent to delinquent student behavior, and promoting the safety of the students, faculty and administration of the District;

- Will proactively address problems and pressures, to the extent that they are aware of same, as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, and tobacco. They may also involve peer pressure, gang activity, and sexual activity.

- Will serve as role models.

'. The Chief of Police and the Superintendent of Schools will meet at regular intervals mutually arranged throughout the contract period to monitor this new service and to resolve any issues or concerns that arise from either side.

8. A. The District shall remit payment to the Village for the services of the SRO assigned to the High School described in Paragraph "1" and the police officers assigned to the Middle School and Taft Elementary School at the regular rate of $60.19 per hour each school day, with the understanding that the SRO/police officers shall be paid for an 8-hour day during the school year from 6:45 a.m. to 2:45 p.m. with respect to Washingtonville High School and Washingtonville Middle School, and from 8:00 a.m. to 4:00 p.m. with respect to Taft Elementary School, and on an as-needed hourly basis during the summer and in the event that the District requests the availability of a SRO/police officer outside of normal school hours for a school-related event. Such request shall be made by the District with a minimum advance notification period to the Village and Village Police Chief of 24 hours and if practical, the District will provide an advanced schedule of such activities to the Village and Village Police Chief on a monthly basis in advance. The Village, when possible, shall provide a SRO/police officer, with the understanding that the District shall be responsible for remitting payment to the Village for all such extra hours worked by the SRO/police officer, including any and all applicable overtime compensation (time and one-half of normal hourly rate), which costs shall be communicated to the District in advance.

   B. The Village shall also provide a marked police vehicle for use during each shift worked by an SRO or police officer at no additional charge.

      a. The parties agree that the above rates are subject to increases in compensation for Village police officers as may be provided for in future collective bargaining agreements, or other administrative reasons, with respect to Village police. In the event that a change in the above rates is required by a subsequent agreement, the Village shall provide the District with at least thirty (30) days written notice of the rate increase.

      b. In the event that an SRO/police officer must attend a court appearance, and that appearance arises out of the SRO's/police officer's provision of their duties under this Agreement, such time shall be considered as part of the hours of employment worked under this Agreement and may be subject to overtime rates if a court appearance takes place outside of normal school hours.

   C. The Village shall submit invoices to the District on a monthly basis. Such invoices shall include the actual days or parts of days worked, any applicable overtime, and any other information necessary to effect payment. The District shall remit payment to the Village of any undisputed amount within thirty (30) days of the receipt of the invoice, and within the same timeframe shall notify

the Village in writing of any disputes regarding the particular invoice. In the event that any SRO/police officer is unable to perform the required duties at the subject schools, the amount remitted to the Village shall be pro-rated for the actual days worked.

D. Any SRO/police officers assigned to the District shall remain, at all times, an employee of the Village, under the direct control and supervision of the Village's Chief of Police, and shall abide by the Department's rules and code of conduct.

   a. All SROs/police officers shall familiarize themselves with the relevant school policies/code of conduct, and shall comply with said policies/code to the extent that there is no conflict with their duties or obligations under Department rules or applicable law. The District shall not have any disciplinary authority over a SRO/police officers.

   b. All SROs/police officers will be subject to fingerprinting by the New York State Department of Education.

E. The Village, after consultation with the District, shall establish a protocol for the duties of the SRO and police officers during the school year. The SRO's duties shall include any training associated with the position. The responsibilities for SROs/police officers shall include, but not be limited to, the following:

   a. Patrolling School Grounds and protecting the students and staff of the School against criminal activity and harm. During patrols, the SRO/police officers shall maintain a high level of visibility to the students and staff. The SRO/police officers shall follow Department policy when responding to any immediate criminal activity or threat of harm on School grounds; subject, however, to the requirements of New York State Education Department with respect to interviewing students in school and state and federal laws with respect to student records.

      i. All SROs/police officers on-duty shall wear their standard Village-issued uniform with all accessories and equipment thereto, including any issued firearm or non-lethal device (taser, pepper spray, etc.).

      ii. The SRO/police officers shall confer and coordinate with the school principal and other school staff to develop plans and strategies to minimize dangerous situations for students at the school, including evacuation plans. If an evacuation of the school is needed, the SRO/police officers shall coordinate the

evacuation, unless the SRO/police officers need to respond to an immediate threat of criminal/violent activity.

iii. At the request of school officials and subject to the availability of Village personnel, SROs/police officers shall also provide security for after-hours school functions and events. Compensation for such after-hours functions shall be as detailed in Paragraph 8 of this Agreement.

b. It shall be the responsibility of the District to maintain a list of all specific individuals who are not allowed on school grounds at any given time. The District shall have discretion as to the names placed on said list, but said list must include: suspended students, expelled students, non-custodial parents barred from contact with their children by a court order, and persons against whom any orders of protection have been issued with respect to students, faculty and administrative personnel of the school, etc. The District shall be responsible for providing the SRO/police officers with a copy of said list, and for informing the SRO/police officers of any occasion where a person on that list appears on school grounds and must be escorted off the campus.

c. At the request of the District, the SRO/police officers shall investigate suspected criminal activity at the SRO's/police officer's assigned school, so long as it does not conflict with the SRO's/police officer's other assigned duties.

i. To the extent that additional police officials are required for a particular investigation, the SRO/police officers shall notify the school principal of the need for additional investigative personnel, and shall act as a bridge between said officials and the School administration to coordinate cooperation between the parties.

ii. The SRO/police officers shall abide by all applicable laws, Village policy and special requirements affecting public school districts when undertaking investigations on School grounds, including formal interviews, searches, etc.

d. In the event that criminal activity has occurred on the School grounds, the SRO/police officers shall have the authority and the discretion to issue citations or make arrests when appropriate and in accordance with applicable law and department policy.

e. Non-criminal disciplinary matters shall remain the province of the District and the SRO/police officers shall not be involved in any such

matters except to the extent that the SRO's/police officer's presence is needed to maintain a safe school environment.

i. In the event that a SRO/police officer witnesses a student violating school rules but not to the level of a criminal offense, the SRO's/police officer's sole responsibility shall be to inform a relevant school official of the violation. The SRO/police officers also may be needed to serve as a complaining witness at the building principal's informal conference with the student and student's parent(s) and may be needed to testify as a witness at the applicable Superintendent's hearing. The SRO/police officers have no power, and no responsibility, to mete out discipline for violations of school rules. All student discipline shall be solely under the auspices and jurisdiction of the School and District Administration

ii. In the event that employees of the District discover weapons, drugs, alcohol, or other illegal contraband on School property, the SRO/police officers shall be notified, but if no criminal or juvenile charges are to be brought, the sole responsibility of the SRO/police officers shall be to confiscate the contraband and dispose of it according to Village policy and applicable law. The SRO/police officers also may be needed to serve as a complaining witness at the building principal's informal conference with the student and student's parent(s) and may be needed to testify as a witness at the applicable Superintendent's hearing.

f. All SROs/police officers shall sign-in at the start of the day and sign-out at the end of the day, document their daily activities under this Agreement for the purpose of providing a monthly report to the Village Police Department, a copy of which shall be provided to the principal of the assigned school.

g. SROs/police officers shall not transport any students or staff of their assigned school in their department vehicle unless said persons are the victim of a crime, are under arrest, or other emergency circumstances exist. SROs/police officers shall only be allowed to transport said persons to the Village police station or the nearest emergency medical facility, as the situation warrants. In the event that the SRO/police officer is transporting a student, the District shall notify the student's parent, guardian, or custodian, so that said person can be present at the final destination of the transport.

F. In the event that the normally assigned SRO/police officers to a particular school is unable to be present on a given day due to illness, vacation, training, or other reason, the Village shall provide a replacement SRO/police officer to the District for coverage on the particular day(s). This obligation is contingent upon the start-date for full-time coverage provided by the Village, as indicated in Paragraphs 1(a) and 3 of this Agreement.

G. The District shall provide to the SRO/police officers a private, climate-controlled office space that can be secured by the SRO/police officers when the SRO/police officers are not in the office, and which contains a desk with drawers, a filing cabinet for files and records that can be independently locked, a telephone, and a computer. The SRO/police officers agree to abide by any computer policy in place for employees of the District.

H. The District warrants and represents that this Agreement is exclusively between the District and the Village. The officers, employees, or agents of the Village shall not be employees of the District for any purpose, including but not limited to, the application of the Fair Labor Standards Act, provisions related to minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the New York State Unemployment Insurance Law. The District shall not be liable for obligations, if any, incurred by the Village for unpaid wages or overtime premiums, so long as the District has timely paid all relevant invoices to the Village for the SRO assignments.

I. The District acknowledges that the Village's Chief of Police or his designee shall retain the right to utilize and direct the services of the SRO/police officers to perform other police duties for the Village, at any time deemed necessary and for whatever purpose, in the sole discretion of the Village Chief of Police or his designee. Any such utilization of the SRO/police officers shall occur immediately upon oral notice to the District, from the Office of the Village's Chief of Police, and the District shall not be responsible for the payment of the SRO's/police officer's hourly rate for any such time when the SRO/police officers is performing duties other than that of an SRO/police officer.

J. The District shall indemnify the Village against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the District or its officers, employees or agents for which the Village might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the Village, its officers, employees or agents. The Village shall indemnify the District against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the Village or its officers, employees or agents for which the District might otherwise be liable or sustain

loss or expense, unless due to actions or omissions by the District, its officers, employees or agents.

K. Both parties shall maintain comprehensive general liability, professional liability (if applicable), and other such insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, as is appropriate, for the services being performed and furnished hereunder, will maintain errors and omissions insurance with minimum policy limits of $1,000,000 per occurrence and $2,000,000 aggregate during the term of this agreement, and will provide protection from and against claims for damages due to bodily injury, sickness, death, and property damage, including the loss of use resulting therefrom, which arises from the services being performed and furnished hereunder. The parties shall, prior to the start date of this Agreement, exchange certificates of insurance that evidence that such insurance naming the District and Village, as the case may be, as the insured party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.

L. The Village shall not discriminate against any District students, or agents, officers, or employees on the basis of age, gender, color, creed, religion, disability, national origin, sexual orientation, or any other class protected by law.

M. The SRO/police officers shall, in the course of any investigative duties, be able to review and copy all public records maintained by the District to the extent allowed by law. The Village shall maintain strict confidentiality of all student information received by the District and/or Village, if any, in accordance with all applicable laws, unless necessary to perform the duties required of a police officer.

9. The Village agrees, to the maximum extent required by law, to strict compliance with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent it must be complied with by the District, and Section 2-d of the New York State Education Law with respect to the privacy requirements applicable to student information that comes within the possession and control of the SRO/police officers, as may be defined in said laws and any regulations that may be issued attendant thereto. This obligation shall include the requirement of training the SRO/police officers who are assigned to perform services under this agreement in the privacy provisions of said law and the Parents' Bill of Rights for Data Privacy and Security posted on the District's website. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement. The District shall provide copies of all relevant materials and documentation to the Village and the individual officers assigned to work in District facilities pursuant to this Agreement and cooperate with the Village to insure compliance with this paragraph.

10. The District hereby designates the SRO/Police Officers as the District's "law enforcement unit" for the purpose of enforcing Federal, State or local law and maintaining the physical security and safety of the School to which he/she is assigned;

11. Either party may cancel this Agreement, without cause, upon not less than ninety (90) days prior written notice delivered to the other party via certified mail, return receipt requested and at the addresses set forth in the first paragraph of the Agreement. The District will pay the Village within ninety (90) days of the date of termination for undisputed services performed up to the time of termination. In the event of termination, the Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

12. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated into this Agreement are superseded. This Agreement may not be amended or supplemented in any way, except in writing, dated, and signed by authorized representatives of both parties.

13. Neither party shall assign, transfer, convey, or otherwise dispose of this Agreement or any of its contents, or its right title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity.

14. Notices required under this Agreement shall be sufficient if contained in writing and delivered by hand or sent by express or overnight mail or by registered or certified mail, return receipt requested mail, postage prepaid addressed to the parties as follows:

Village of Washingtonville
9 Fairlawn Drive
Washingtonville, New York 10992
Attn: Thomas DeVinko, Mayor

Washingtonville Central School District
52 West Main Street
Washingtonville, NY 10992
Attn: Larry Washington, Superintendent of Schools

All notices shall be deemed given when personally delivered by hand, the day after being dispatched by overnight courier or three business days after being mailed by certified mail, return receipt requested.

15. If, for any reason, any provision of this Agreement is held unenforceable by a court of competent jurisdiction, all other provisions of this Agreement will remain

in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable and enforceable provision in accordance with the parties' original intent.

16. Claims, disputes, or other matters arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Orange County.

17. This Agreement shall not take effect until it is approved by both the District's Board of Education and the Village of Washingtonville Board of Trustees.

18. This Agreement may be renewed for consecutive terms of one (1) year, upon the written consent of both the District and the Village.

VILLAGE OF WASHINGTONVILLE

By: _____
Thomas DeVinko, Mayor

Date: 9/17, 2024

WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

By: _____
Sharon Williams
President, Board of Education

Date: 9/19, 2024

INTERMUNICIPAL AGREEMENT BY AND BETWEEN THE TOWN OF BLOOMING GROVE AND THE WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

WHEREAS, the Washingtonville Central School District (hereinafter "the School District"), having its principal address at 52 West Main Street, Washingtonville, NY 10992 requires police coverage to supplement its supervision and safety of students, staff and visitors in the school buildings and at school events; and

WHEREAS, the Town of Blooming Grove and Town of Blooming Grove Police Department (hereinafter collectively referred to as "the Town"), each having its principal address at 555 Union Avenue, Blooming Grove, NY 12553, wish to provide the School District with police services at the Round Hill Elementary School ("the School"); and

WHEREAS, Article 5 (Section 119-o) of the General Municipal Law authorizes the Town and the School to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, the parties hereto wish to enter into a written agreement delineating the terms and conditions of the relationship between the parties;

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2027.

2. The Town, in conjunction with the School District, establishes the following goals and objectives with regard to a Police Officer to be assigned to the School:

   (a) to maintain a safe campus environment that will be conducive to learning; (b) to serve as consultant to School staff, parents, and students on safety matters and any other matters, which will provide a better environment for the students and staff to pursue their respective tasks; and
   (c) to serve as a role model.

3. The Town, in conjunction with the School District, agrees to provide one (1) full-time Police Officer to the School District during the term of this Agreement. The Officer will work five (5) days per week but only on days when the School is in session and students are in the building. The Officer shall be subject to the administration, supervision and control of the Town, unless otherwise provided in this Agreement.

4. The Officer assigned will be selected by the Chief of Police in accordance with the criteria set forth in Section 6, below.

5. The selected Officer shall be assigned to the School by the Chief of Police.
6. The Officer assigned shall have the following qualifications:

a) They shall be a certified/sworn Police Officer.
b) They shall possess sufficient knowledge of applicable Federal, State, County and Town Laws, as well as the School Board's policies and regulations.
c) They shall be capable of conducting in depth criminal investigations. d) They shall be even tempered and set a good example for students and staff. e) They shall able to function effectively within the School environment.

7. The roles and areas of responsibility of the Town police officer assigned to the School, as defined in the Parties' Agreement for the period from September 4, 2018 to June 30, 2021 and modified by the Memorandum of Understanding for the period of July 1, 2019 through June 30, 2021, a copy of which shall be annexed hereto as Exhibit A, shall remain in effect during the period of this Agreement. Such duties shall include, but not be limited to, visitor control, patrol of the school building/grounds/property, safeguarding students and staff, safeguarding District property, preventing and reporting criminal activity or violations of the District's Code of Conduct, and emergency response. The Officer may further:

a) At the discretion of the School District and Chief of Police, attend meetings with parent groups and faculty groups to encourage their support and understanding of the Officer's responsibilities and to promote awareness of law enforcement functions.
b) Confer with the School Principal of the School to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus.
c) Initiate law enforcement action, as necessary, and notify the school principal as soon as possible and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus.
d) Upon the request of the School Principal, Superintendent of Schools or their designee, assist school administrators with the handling of contraband and controlled substances in order to establish a lawful chain of custody in matters of student discipline which may arise from time to time.
e) Report and/or escort to School administration any student who is involved in criminal activity or violations of the Code of Conduct.

f) The School District hereby designates the Police Officer as the School District's "law enforcement unit" for the purpose of enforcing Federal, State or local law and maintaining the physical security and safety of the School to which he/she is assigned;

It is not the role of the Officer to be involved in the administration or implementation of discipline, except to the extent described above. Under no circumstances shall an Officer be a school disciplinarian. The role of school discipline is expressly delegated and

reserved to the School administration who shall administer any such discipline in accordance with the Districtwide Safety Plan and the District's Code of Conduct. This Agreement shall be incorporated into and published as part of the District's Districtwide Safety Plan for all school years it remains in effect.

8. The rights, responsibilities and expectations for behavior of students, staff and visitors/ members of the public while on District property are set forth in the District's Code of Conduct, which is incorporated by reference in this Agreement. The Town police officer shall be cognizant of such rights, responsibilities and expectations in providing police services to the School District and shall act in accordance with the District's Code of Conduct.

9. It is understood and agreed that at all times, while the Officer is stationed at the Round Hill School, the Officer shall remain an employee of the Town of Blooming Grove Police Department and follow the Chain of Command as set forth in the Department's Rules and Regulations Manual, adhering to all policies and procedures of the Police Department.

10. The Town shall provide one (1) certified/sworn Police Officer, Monday – Friday between the hours of 8:00 a.m. and 4:00 p.m., only when school is in session (200 days max) at a rate of $500.00 per-day and students are in the building. Any police services provided outside of, or in addition to the aforementioned, will be billed on an hourly basis of $62.50 per hour.

11. The Officer will work the same calendar year as 10-month support staff in the School District, including pre-school year and post-school year meetings.

12. The School District will pay the Town an amount equal to the hourly rate of the Officer assigned, times the number of hours the assigned Officer works for the School District pursuant to this Agreement. The Town will bill the School District quarterly for such services provided and the School District will make payment within thirty (30) days from the date of receipt of any applicable invoice.

13. It is understood and agreed that the Officer, in performing his duties, shall coordinate and communicate with the School's Principal or the Principal's designee.

14. The Town shall provide appropriate in-service training for the Officer in order that the Officer may perform their duties effectively. The School Board may provide additional training in school policies, regulations and procedures, or additional training in other matters relating to student and staff safety. The Officer will be required to attend mandatory departmental police training during the school year (e.g., firearms, etc.).

15. The Town shall provide a standard marked patrol vehicle for the Officer. The vehicle shall be maintained by the Town, which shall also provide for all other expenses associated with such vehicle, such as fuel, tires, and insurance. The Town will also

provide the Officer with a service weapon and ammunition and the usual and customary office supplies and forms required for the Officer to perform their duties.
The School District will provide a radio compatible with school frequencies and a telephone in a private environment for use by the Officer. The School District will also provide a private workspace for the Officer, with a computer equipped to view the school cameras. This space may be used by the Officer to store their belongings, equipment and eat lunch.

16. The Town and the School District shall each procure and maintain, at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement. Copies of Certificates of Insurances shall be provided by each party to the other upon execution of this Agreement.

17. It is expressly understood and agreed that the Town and School District shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

18. This Agreement may be renewed upon mutual agreement of the governing boards of the Town and the School District.

    The Town and the School District may also terminate this Agreement upon at least 30 days written notice to the other party.

    Any notice will be sent by certified mail, return receipt requested, by personal delivery or reputable overnight service to the addresses first above written.

19. The Town agrees, to the maximum extent required by law, to strict compliance with Sections 2-c and 2-d of the New York State Education Law and the Family Educational Rights and Privacy Act (FERPA), as pertains to the privacy requirements applicable to student information that comes within the possession and control of the Officer, as may be defined in said laws and any regulations that may be issued attendant thereto. This obligation shall include the requirement of training the Officer assigned to perform services under this agreement in the privacy provisions of said law, and the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.

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

21. This Agreement may only be modified, amended or terminated by an instrument, in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

22. Should any provision of the Agreement, for any reason, be declared invalid and/or

unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.

23. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties agree to attempt to engage in good faith negotiation and discussion in an attempt to resolve same. If the dispute cannot be resolved in this manner, any action or proceeding arising under this Agreement shall be brought in a court of competent jurisdiction in Orange County, New York.

24. This Agreement constitutes the complete and exclusive statement of understanding between the Parities, and supersedes all prior or contemporaneous, oral or written proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of the Agreement, except to the extent made a part of this Agreement (see Section 7, above).

25. This Agreement may not be changed orally, but only by a written amendment, signed by authorized representative of both Parties.

26. This Agreement, and any amendments to this Agreement, will not become effective until agreed to in writing and signed by authorized representatives of both Parties.

27. All Parties agree to abide by any and all applicable Federal, State, and/or local laws in connection with the performance of its obligations pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day
d year first above written.

)WN OF BLOOMING GROVE WASHINGTONVILLE CENTRAL SCHOOL
DISTRICT (WCSD)

BY: _____
ROBERT JEROLOMAN
TOWN SUPERVISOR

BY: _____
SHARON WILLIAMS
BOARD PRESIDENT

_____
DR. LARRY WASHINGTON
SCHOOL SUPERINTENDENT
WCSD

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
TELEPHONE: (845) 563-4630
E-FAX: (845) 420-6356

TOWN ATTORNEY
DAVID ZAGON, ESQ.

RECEIVED
AUG 12 2024
Washingtonville CSD
District Clerk

August 8, 2024

Sharon Williams, Board President
Washingtonville Central School District
52 West Main Street
Washingtonville, NY 10992

Re: Intermunicipal Agreement
Town of New Windsor & Washingtonville Central School District

Dear Ms. Williams:

Enclosed, for your records, please find:

1. Certified Motion Authorizing the Supervisor to execute the Intermunicipal Agreement between Town of New Windsor and Washingtonville Central School District for the assignment of a police officer to Little Britain School.

2. Duplicate original Intermunicipal Agreements, which have been executed by the Town Supervisor.

The term of the Agreement is September 1, 2024 through June 30, 2027. Please return a fully executed copy of the Agreement, with proof of authorization by your Board to our attention, prior to September 2, 2024.

Very truly yours,

Jessica T. Marina
Paralegal

/jtm
Enc.
cc: Stephen A. Bedetti, Supervisor
Daniel Valeri, Chief of Police
Doreen Casey, Comptroller

H:\My Documents\Police Matters\Washingtonville School District\SWilliams08082024.doc

MOTION – AUTHORIZE SUPERVISOR TO EXECUTE AGREEMENT – POLICE SERVICES - WASHINGTONVILLE CENTRAL SCHOOL DISTRICT.

MOTION BY COUNCILWOMAN LINCOLN

SECONDED BY COUNCILMAN BROE

That, the Town Board of the Town of New Windsor authorize Supervisor to execute the attached Agreement between Town of New Windsor and Washingtonville Central School District to provide the school district with police services at Little Britain Elementary School.

ROLL CALL: **MOTION CARRIED: 5-0**

Charles H. Broe, Councilman	YAY: X	NAY:
Eve Lincoln, Councilwoman	YAY: X	NAY:
Sylvia Santiago, Councilwoman	YAY: X	NAY:
Steven Moreau, Councilman	YAY: X	NAY:
Stephen A. Bedetti, Supervisor	YAY: X	NAY:

TOWN BOARD AGENDA: August 7, 2024

TOWN OF NEW WINDSOR
TOWN CLERK'S OFFICE
555 UNION AVENUE NEW WINDSOR, NEW YORK 12553
T # (845) 563-4611 FAX: (845) 563-4670
NEWWINDSOR-NY.GOV

PATRICIA A. CLARINO, TOWN CLERK

I, **PATRICIA A. CLARINO**, Town Clerk of the Town of New Windsor in the County of Orange, State of New York, **HEREBY CERTIFY** that the attached extract of the Minutes has been compared by me with the Minutes of the Town Board Meeting of the Town of New Windsor in the County of Orange, State of New York, held on the 7th day of August 2024 and the same is a true and correct transcript therefrom and of the whole thereof so far as the same relates to the subject matter referred to.

IN WITNESS WHEREOF, I have hereunto set my and affixed the corporate seal of said Town this 8th day of August 2024.

Town Seal

Patricia A. Clarino

Patricia A. Clarino, Town Clerk
Town of New Windsor

INTERMUNICIPAL AGREEMENT BY AND BETWEEN THE TOWN OF NEW WINDSOR AND THE WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

WHEREAS, the Washingtonville Central School District (hereinafter "School District"), having its principal address at 52 West Main Street, Washingtonville, NY 10992 requires police coverage to supplement its supervision and safety of students, staff and visitors in the school buildings and at school events; and

WHEREAS, the Town of New Windsor and Town of New Windsor Police Department (hereinafter collectively, "Town"), each having its principal address at 555 Union Avenue, New Windsor, NY 12553, wish to provide the School District with police services at the Little Britain Elementary School building ("School"); and

WHEREAS, Article 5 (Section 119-o) of the General Municipal Law authorizes the Town and the School District to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, the parties hereto wish to enter into a written agreement delineating the terms and conditions of the relationship between the parties;

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2027 in accordance with the terms hereof.

2. The Town, in conjunction with the School District, establishes the following goals and objectives with regard to the Officer in the School:

   (a) to maintain a safe campus environment that will be conducive to learning;
   (b) to serve as consultant to School staff, parents, and students on safety matters and any other matters, which will provide a better environment for the students and staff in which to pursue their respective tasks;
   (c) to serve as a role model.

3. The School District will maintain a list of all specific individuals who are not allowed on school grounds at any given time. The School District shall have discretion as to the names placed on said list, but said list must include: students on out-of-school suspension, expelled students, non-custodial parents barred from contact with their children by a court order, and persons against whom an order of protection has been issued requiring that they stay away from the school with respect to students, faculty and administrative personnel of the school, etc. The School District will provide the Officer with a copy of said list, and inform the Officer of any occasion where it becomes aware that a person on that list appears on school grounds and must be escorted off the campus.

4. The Town, in conjunction with the School District, agrees to provide one (1) full-time Police Officer ("Officer") to the School District during the term of this Agreement. The Officer will work five (5) days per week, but only on days when the School is open and students are in attendance. The Officer shall be subject to the administration, supervision and control of the Town, unless otherwise provided in this Agreement.

5. The Officer assigned will be selected by the Chief of Police in accordance with the criteria set forth in Section 6, below.

6. The selected Officer shall be assigned by the Chief of Police of the Town of New Windsor Police Department to the Little Britain Elementary School.

7. It is understood and agreed that the Officer to be appointed by the Police Department shall have the following qualifications:

   a) Shall be a full-time police officer.
   b) Shall possess sufficient knowledge of applicable Federal, State, County and Town Laws, as well as the School Board's policies and regulations.
   c) Shall be capable of conducting in depth criminal investigations.
   d) Shall possess an even temperament and set a good example for students and staff.
   e) Shall possess communication skills that would enable the Officer to function effectively within the School environment.

8. The following are duties of the Officer:

   a) Shall abide by School Board policies, School rules, and consult with and coordinate activities through the School's principal. However, the Officer shall remain fully responsible to the Town in all matters relating to employment and supervision.
   b) Shall maintain a look-out for irregular occurrences in the School such as trespassers, assailants, arsonists, and will notify the building principal and/or Superintendent of Schools of any such occurrences.
   c) Shall encourage group discussions about law enforcement with students, staff and parents.
   d) Under no circumstances shall an Officer be a school disciplinarian. All student discipline shall be solely under the auspices and jurisdiction of the School and District Administration. The Officer will not be involved in the enforcement of disciplinary infractions unless they constitute violations of law and unless requested by the building principal or Superintendent of Schools.
   e) May attend, at the discretion of the Chief of Police, meetings with parent groups and faculty groups to encourage their support and understanding of the Officer's responsibilities and to promote awareness of law enforcement functions.
   f) Shall confer with the principal of the School to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus.

g) Shall familiarize him/herself with and abide by Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on School property.

h) Shall initiate law enforcement action, as necessary, and notify the school principal as soon as possible and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus.

i) Shall, upon the request of the building principal or Superintendent of Schools or designee, assist school administrators with the handling of contraband and controlled substances in order to establish a lawful chain of custody in matters of student discipline, which may arise from time to time.

9. It is understood and agreed that at all times, while the Officer is stationed at the Little Britain Elementary School, the Officer shall remain an employee of the Town of New Windsor Police Department and follow the Chain of Command as set forth in the Department's Rules and Regulations Manual, adhering to all policies and procedures of the Police Department.

10. The Town shall provide one (1) certified Police Officer Monday – Friday between the hours of 7:30 a.m. and 3:30 p.m., only when school is in session (200 days max) and students are in the building. Any police services provided outside of, or in addition to the aforementioned, will be billed on an hourly basis at the hourly rate of the Officer assigned, plus associated Fixed Benefit Costs, as outlined below.

11. In the event the Officer must attend a court appearance, and that appearance is the result of the Officer's duties under this Agreement, such time shall be considered as part of the hours of employment worked under this Agreement and may be subject to overtime rates if a court appearance takes place outside of normal school hours, such rates being the responsibility of the School District.

12. The Officer will work the same calendar year as 10-month support staff in the School District, including pre-school year and post-school year meetings.

13. The parties have agreed that the rate for which the School District will pay the Town shall be a flat weighted "Daily Billable Rate" for the assigned Officer. The Daily Billable Rate shall be comprised of the officer's hourly rate of pay, shift differential, variable benefits cost (which include payroll taxes, pension contributions, workers' compensation and NYS Unemployment), a percentage of the officer's fixed benefits cost (which include medical insurance, dental & vision insurance, disability insurance and uniform/cleaning allowance), and a daily vehicle mileage rate.

14. The parties have further agreed that the percentage of the "Fixed Benefit Costs" for which the School District will be responsible shall be phased-in, by an escalating increase of one-third of the total amount of Fixed Benefit Costs each year, over the term of this contract [three (3) years], with the numerator of the percentage being 30 in year one; 60

in year two and 90 in year three, and the denominator being the total number of work days per year under this Agreement, as further outlined on the annexed Schedule "A".

15. The parties understand that the annual medical premium rate increases are not released until December of each year. Therefore, the Daily Billable Rate for the Officer shall be re-calculated each December for the January to June portion of each school year

16. The Town will bill the School District four (4) times per year as follows: December, for the months September, October & November; January, for the month of December; April for the months of January, February & March; and July for the months of April, May; & June, for such services provided and the School District will make payment within thirty (30) days from the date of any applicable invoice. Late payments of more than ten (10) days after the thirty (30) day period. will incur a maximum fee of 1.0 % per month or the highest municipal rate under law, whichever is lower, prorated for each day beyond the aforementioned thirty (30) days allotted for timely payment.

17. The parties agree that the Daily Billable Rate is subject to increases in compensation for Town police officers based on current and/or future collective bargaining agreements. The Town will provide the School District with at least thirty (30) days prior written notice of any such increase.

18. It is understood and agreed that the Officer, in performing their duties, shall coordinate and communicate with the school principal or the principal's designee.

19. The Town shall provide appropriate in-service training for the Officer in order that the Officer may perform their duties effectively. The School Board may provide additional training in school policies, regulations and procedures, or additional training in other matters relating to student and staff safety. The Officer will be required to attend mandatory departmental police training during the school year (e.g., firearms, etc.).

20. The Town shall provide a standard marked patrol vehicle for the Officer. An hourly rate of $.44 is incorporated in the "Daily Billable Rate" for vehicle use. That figure is based on 5.2 miles round-trip @ $.67 (2024 IRS mileage rate), which totals $3.48/day. The $3.48/day divided by 8 hours equals $.44/hour. The Town will also provide the Officer with a service weapon and ammunition and the usual and customary office supplies and forms required for the Officer to perform their duties. The School District will provide a radio compatible with school frequencies and a telephone in a private environment for use by the Officer, as well as a workspace for the Officer, with a computer equipped to view the school cameras as necessary. This space may be used by the Officer to store their belongings, equipment and eat lunch.

21. The Town and the School District shall each procure and maintain, at their own cost and expense, during the term of this Agreement, commercial general liability insurance, to the effect that both parties are insured against any liability in connection with the services provided under this Agreement. The Town of New Windsor's General Insurance Requirements are annexed hereto as Schedule B. Commercial General Liability

Insurance should be provided to the Town in accordance with Section #3 of same. Copies of Certificates of Insurances shall be provided by each party, to the other, upon execution of this Agreement.

22. The District shall defend, indemnify and hold harmless the Town of New Windsor against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the School District or its officers, employees or agents, for which the Town of New Windsor might otherwise be liable or sustain loss or expenses, unless due to actions or omissions by the Town of New Windsor, its officers, employees or agents. The Town shall defend, indemnify and hold harmless the School District against any liability, loss or expense, which may result from any negligent, discriminatory or illegal act of the Town or its officers, employees or agents for which the School District might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the School District, its officers, employees or agents.

23. Neither the Town nor the School District may assign this Agreement.

24. It is expressly understood and agreed that the Town and School District shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

25. This Agreement may be renewed upon mutual agreement of the governing boards of the Town and the School District. The Town and the School District may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or reputable overnight service to the addresses first above written.

26. The Town agrees, to the maximum extent required by law, to strict compliance with the federal Family Educational Rights and Privacy Act (FERPA), Sections 2-c and 2-d of the New York State Education Law and Part 121 of the Regulations of the Commissioner of Education, with respect to the privacy requirements applicable to student information that comes within the possession and control of the Officer, as may be defined in said laws and any regulations that may be issued attendant thereto. This obligation shall include the requirement of training the Officer who is assigned to perform services under this agreement in the privacy provisions of said laws and regulations, and completing and signing the Third-Party Addendum, including the Parents' Bill of Rights for Data Privacy and Security, which is posted on the School District's website.

27. This Agreement may only be modified, amended or terminated by an instrument, in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

28. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties agree to attempt to resolve the dispute by discussion. If the dispute cannot be resolved informally, any action or

proceeding arising under this Agreement shall be brought in a court of competent jurisdiction in Orange County, New York.

29. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

30. The Town of New Windsor is an Equal Opportunity Employer and does not discriminate on the basis of race, national origin, gender, gender identity, sexual orientation, protected veteran status, disability, age or other legally protected status. It is the policy of the Town of New Windsor to ensure and maintain a work environment free of coercion, harassment and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to the employee's immediate supervisor and to the Town of New Windsor EEO Officer, Stephen A. Bedetti, Town of New Windsor, 555 Union Avenue, New Windsor, NY 12553; Tel.: 845-563-4630; Email: sbedetti@newwindsor-ny.gov.

31. This Agreement shall not take effect until such time that it is approved by both the Town Board of the Town of New Windsor and the Washingtonville Central School District Board of Education.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

TOWN OF NEW WINDSOR

BY: _____
STEPHEN A. BEDETTI
TOWN SUPERVISOR

Authorized by the Town Board of the Town of New Windsor on the 7 day of August, 2024.

WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

BY: _____
SHARON WILLIAMS
BOARD PRESIDENT

Authorized by the WCSD Board of Education on the 20 day of August, 2024.

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SCHEDULE A

Labor Rate with Fringe Benefits for Washingtonville School Officer

September - December 2024 Rates with Benefits for 2024/2025 School Year

Rate Category	Rate multiplier	PO Hardy Pierce
Base Labor Hourly Rate (see below)		58.97
Shift Differential (if applicable)		*7.00%*
Stipend/Shift Diff Labor Hourly Rate		4.13
Billable Labor Rate		**63.10**
Retirement - Tier 2 (% of wage)	**0.3090**	19.50
Employer Soc Security (% of wage)	**0.0620**	3.91
Employer Medicare (% of wage)	**0.0145**	0.91
Employer MTA (% of wage)	**0.0034**	0.21
Workers Comp (% of wage)	**0.0276**	1.74
Unemployment (% of wage)	**0.0200**	1.26
Billable Variable Benefit Hourly Rate		**27.54**
Medical Ins Prem (annual - family)	**40,405.08**	19.43
Dental Ins Prem (annual rate)	**1,946.52**	0.94
Vision Ins Prem (annual rate)	**397.08**	0.19
Uniform & Cleaning Allowance (annual rate)	**2,700.00**	1.30
Disability Ins (annual rate)	**90.00**	0.04
Fixed Benefits Hourly Rate		**21.89**
Billable Fixed Benefits Hrly Rate at 30/260	**11.5%**	**2.53**
Total Billable Benefits Hourly Rate		**30.07**

Summary of Sept-Dec 2024/2025 School Year Labor Costs

2024/2025 School Year Rate (Sept - Dec)	PO Hardy Pierce	
Hourly Rate	63.10	
Variable Benefits Rate	27.54	
Fixed Benefits Rate (using 30/260 ratio for Year 1 of 3 Yr Escalation)	2.53	
Daily Mileage 2.6 miles each way = 5.2 miles @ .67/8 hrs	0.44	
Billable Hourly Rate (including 30/260 fixed benefits)	**93.61**	**per hour**
Billable Rate per 8-Hour Day (rounded)	**750.00**	**per day**

Note: Begin in the 2024/2025 School Year, it has been agreed to include a portion of the fixed benefit costs for Officer Pierce in the rate billed to WCSD (including medical insurance, dental & vision insurance and uniform allowance). WCSD utilizes PO Pierce an average of 181 days out of the 260 workdays per year, this equates to 69.6%, as opposed to his availability to the Town for 30.4% of the workdays. Instead of using the the ratio of 181/260 (or 69.6%) as the WCSD share of these fixed costs, it has been agreed to absorb these fixed costs into the billable rate on an escalating basis over the next three school years, as follows:

School Year	Ratio	%
Year #1 - 2024/2025	30 /260	11.5%
Year #1 - 2025/2026	60 /260	23.1%
Year #1 - 2026/2027	90 /260	34.6%

The annual medical premium rate increases are not released until December of each year. Therefore, the daily billable rate for the SRO to WCSD will be re-calculated each December for the January to June portion of the school year.

It has also been agreed to bill the WCSD a flat daily rate for the SRO services. For the September through December portion of the 2024/2025 School Year, the billable daily rate will be set at $750/day.

For informational/budget purposes, following is the estimated cost for the 2024/2025 School Year:

Months	Portion of S/Y	Daily Rate	Wtd Daily Rate
Sept - Dec	40.0%	$ 750.00	$ 300.00
Jan - June	60.0%	$ 840.00	$ 504.00
			$ 804.00

Estimated 2025 daily rate based on new PBA contract hourly rate in 2025 and an estimated 5% increase in the medical premium.

Avg # Days	181
Wtd Daily Rate	$804.00
Est Annual Cost	**$145,524.00**

SCHEDULE B

SCHEDULE "B"
TOWN OF NEW WINDSOR
INSURANCE GUIDANCE

Last Revised 12/21/2023

2. **Disability Benefits Insurance** – Proof of Disability Benefits Insurance coverage, in effect during the time work for the Town is undertaken, must be provided on one of the following forms:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

3. **Commercial General Liability Insurance** –Proof of Commercial General Liability Insurance coverage via a Certificate of Insurance, exhibiting coverage is in effect during the time work for the Town is undertaken, covering all operations by or on behalf of contractor to include coverage for premises, operations and mobile equipment; independent contractors; products liability/completed operations; contractual liability [including liability for an employee injury]; broad form property damage & personal injury liability listing "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**" as additional insured, on a primary non-contributory basis, and Certificate Holder. The Description of Operations Box must reference "All work relative to **[INSERT SPECIFIC EVENT/CONTRACT]**. **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** is listed as additional insured."

Required limits of:

- Commercial General Liability Insurance not less than one million dollars ($1,000,000) per occurrence/three million dollars ($3,000,000) in the aggregate [per project basis];
- Personal and advertising injury coverage not less than one million dollars ($1,000,000);
- Fire damage (any one fire): not less than one hundred thousand dollars ($100,000);
- Medical expense coverage (any one person) not less than ten thousand dollars ($10,000);

SCHEDULE "B"
TOWN OF NEW WINDSOR
INSURANCE GUIDANCE

Last Revised 12/21/2023

- Product Liability/Completed Operations Aggregate Coverage of not less than one million dollars ($1,000,000) must be maintained for a period of at least two (2) years from final payment of the contract/project. Contractual liability (including liability for employee injury assumed under a contract) provided by ISO Occurrence Form CG 00 01 1001. Policy may NOT include the restrictive endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for contractor's sole negligence which has been assumed by contract. No residential exclusion and the certificate of insurance must affirmatively state on the Certificate of Insurance, "no exclusions to the above stated Product Liability/Completed Operations coverage are attached to this policy."
- Policy shall be endorsed for the General Aggregate to apply separately to each project.
- Policy cannot contain any exclusions for claims related to third party over action/labor law, excavation, collapse or underground subsidence.

4. **Commercial General Liability Additional Insured Endorsement** – Provide an Additional Insured Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) naming "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as additional insured. The policy #s must be typewritten on the endorsements. [CG 2010 and form CG 2037, or equivalent].

   (A) COMMERCIAL GENERAL LIABILITY POLICY must contain primary and non-contributory endorsement, including waiver of subrogation.

5. **Commercial General Liability Notice of Cancellation Endorsement** – Provide a 30-Day Notice of Cancellation Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) providing "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**" with a minimum of 30-day notice of cancellation. The policy #s must be typewritten on the endorsements.

6. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Proof of Commercial Business/Automobile Liability Insurance for "any auto", including all owned, hired and non-owned autos, with a required limit of not less than one million dollars ($1,000,000), combined single limit, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, as an additional insured on a primary and non-contributory basis must be provided. If scope of work includes hauling/transporting of hazardous materials the policy **must** be endorsed with an MCS90 endorsement and ISO form 9940-Pollution Liability Broadened Coverage.

SCHEDULE "B"
TOWN OF NEW WINDSOR
INSURANCE GUIDANCE

Last Revised 12/21/2023

7. **COMMERCIAL UMBRELLA LIABILITY INSURANCE** – Proof of Commercial Umbrella Liability with a required limit of not less than five million dollars ($5,000,000), combined single limit for bodily injury and property damage, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553,** as an additional insured for ongoing work and completed operations; said policy shall apply as primary insurance on a non-contributing basis for the benefit of the additional insured before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured with the exception of the contractor's General Liability and Automobile Liability policies. Umbrella coverage shall be as broad as the Primary coverage in 3 and 6 above.

8. **BUILDER'S RISK INSURANCE (Course of Construction)/INSTALLATION FLOATER INSURANCE/PROPERTY INSURANCE.**
Evidence of Builder's Risk Insurance in the form of Course of Construction coverage. Such coverage shall name **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553,** as its interest may appear, as loss payee.

   If the project does not involve new or major reconstruction, at the option of the Entity, an **INSTALLATION FLOATER INSURANCE** may be acceptable.

   For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at Town of New Windsor's project site.

   Contractors and Sub-contractors are required to insure its own property and equipment and such policies shall contain a waiver of subrogation in favor of the Entity "

9. **ENVIRONMENTAL CONTRACTOR'S LIABILITY INSURANCE** – Proof of Environmental Contractor's Liability Insurance with coverage for the services rendered to the Town, including, but not limited to removal replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs with a required limit of two million dollars ($2,000,000) per occurrence/five million dollars ($5,000,000) general aggregate. Said policy must also include coverage for products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contract is using motor vehicles for transporting hazardous materials, the contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

SCHEDULE "B"
TOWN OF NEW WINDSOR
INSURANCE GUIDANCE

Last Revised 12/21/2023

10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS:

The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:

"To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys' fees) arising from or relating to contractor's work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers' or workmen's compensation acts, disability benefits or other employee acts.

APPENDIX 4 – DISTRICT RESOURCES – CONTACT INFORMATION

TITLE	NAME	OFFICE PHONE
Superintendent of Schools	Dr .Larry Washington	845-497-4000 x27001
Asst. Superintendent, Business/Emergency	Ms.Sandra Clohessy	845- 497-4000X27033
Director of Personnel	Mrs. Lynn Imperato	845-497-4000 x27012
Asst. Superintendent, Curriculum	Mrs. Marguerite Fusco	845-497-4000 x27021
Director of Data Management & Technology	Mr. Joseph Catania	845-497-4009
Transportation Supervisor	Mr. Ralph Perez	845- 497-4000 x27135
Bus Dispatch Office – Head Dispatcher	Ms .Jess Edwards	845-497-4000 x27134
Head Bus Driver	Ms. Andrea Karnvezos	845-497-4000x27133
District Clerk	Mrs. Carrie Rodriguez	845-497-4000x24500
Public Information	Mr. Mike Bieger	845-497-4000
Director of Facilities	Mr.Jack Rallo	845-497-4000 x27111
Athletic Director	Mr. Suzanne Lendzian	845-497-4000x24562
Cafeteria Services	Mr. Robert Gellman	845-497-4000 x 27122
Mayor	Mr. Thomas Devinko	845-496-3221
Washingtonville Fire Department	Mr. Brian Bates	845-496-5247
Ambulance - Blooming Grove Ambulance	Mr. Brian Bates	845-496-9281
Orange County		
County Executive	Steven Neuhaus	845-291-2700
Emergency Management	Alan C. Mack	845-615-0400
Public Safety Commissioner	Robert Doss	845-615-0565
County Health Dept.	Main	845-291-2330
Red Cross Emergency Services	714-481-5300	

APPENDIX 5 – SECTION 155.17 REGULATION COMPLIANCE REFERENCE

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

- **155.17(c)(1)(xi)** policies and procedures relating to school building security, including, where appropriate: (a) the use of school safety or security officers and/or school resource officers. Beginning with the 2019-20 school year, and every school year thereafter, every school shall define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct. A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan; and (b) security devices or procedures. District-wide school safety teams shall consider, as part of their review of the comprehensive district-wide safety plan, the installation of a panic alarm system;
- **155.17(c)(1)(xii)** policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community, and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, parents or other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;
- **155.17(c)(1)(xiii)** policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
- **155.17(c)(1)(xiv)** procedures for review and the conduct of drills, [and other exercises to test components of the emergency response plan, including the use of] tabletop exercises, and information about emergency procedures and drills, including information about procedures and timeframes for notification of parents or persons in parental relation regarding drills and other emergency response training(s) that include students. At their discretion, schools and districts may participate in full-scale exercises in coordination with local and county emergency responders and preparedness officials;
- **155.17(c)(1)(xv)** the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- **155.17(c)(1)(xvi)** strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth- run programs, peer mediation, conflict resolution, creating a forum or designating a

mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

- **155.17(c)(1)(xvii)** a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;
- **155.17(c)(1)(xviii)** in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster or emergency school closure;
- **155.17(c)(1)(xix)** the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: (a) coordination of the communication between school staff, law enforcement, and other first responders; (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; (c) ensure staff understanding of the district–wide school safety plan; (d) ensure the completion and yearly update of building-level emergency response plans for each school building; (e) assist in the selection of security related technology and development of procedures for the use of such technology; (f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the districtwide school safety plan and building-level emergency response plan(s) (g) ensure the conduct of required evacuation and lock-down drills in a trauma informed, developmentally, and age-appropriate manner that does not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency in all district buildings as required by section 807 of the Education Law; and (h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- **155.17(h)(1)(3)** One Emergency Dismissal drill shall be conducted to test emergency response procedures that require early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.
- **155.17(c)(1)(xx**) ensure the development of protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section 27-c of the Labor Law; and
- **155.17(c)(1)(xii)** beginning with the 2023-2024 school year and every school year thereafter, an emergency remote instruction plan. For purposes of this subparagraph remote instruction shall have the same meaning as defined in section 100.1(u) of this Chapter. Emergency remote instruction plans shall include: (a) policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction and policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity. Each chief executive officer of each educational agency located within a public school district shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity to inform the emergency remote instruction plan; (b) expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction; (c) a description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate; (d) a description

of how special education and related services will be provided to students with disabilities, as defined in section 200.1(zz) of this Chapter, and preschool students with disabilities, as defined in section 200.1(mm) of this Chapter, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and (e) for school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.