



PORT CHESTER

UNION FREE SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

UPDATED APRIL 2026

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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:		☐
The District Chief Emergency Officer is: ² Dr. Aurelia Henriquez, Superintendent of Schools, 914-934-7902 ahenriquez@pcrufsd.org	District Chief Emergency Officer Appointed on:		☐
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:	04/08/2026	☒
The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education: 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 <u>Start Date</u>: Public Comment Period <u>End Date</u>:		☐
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 (by September 1st):		☐
The 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 (no later than October 1st):		☐
The date the Board Adopted District-Wide School Safety Plan was posted on District Website : ⁷ Within 30 days from adoption and no later than October 1st.	Date Posted (no later than October 1st):		☐

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)(ix) 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) 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) 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 CR155.17(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.

	[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, 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.⁸	Date of Training:		☐

⁸155.17(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 manage hazards in an effort to avoid or mitigate the impact of disasters resulting from the 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 Port Chester Union Free School District supports the S.A.V.E. legislation. As such, the Superintendent of Schools, Board of Education, and the entire District staff encourages and advocates on-going district-wide cooperation in support of Project S.A.V.E.

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

Dr. Aurelia Henriquez, Superintendent of Schools (see [State Requirements](#)), will serve as the District's Chief Emergency Officer (CEO)⁹ whose duties shall include, but not be limited to:

1. Coordination of the communication between school staff, law enforcement, and other first responders;¹⁰
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;¹¹
3. Ensuring staff understanding of the district-wide school safety plan;¹²
4. Ensuring the completion and yearly update of building-level emergency response plans for each school building¹³ 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, 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;¹⁴
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;¹⁵
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;¹⁶ and

⁹155.17(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:

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

¹¹155.17(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

¹²155.17(c)(1)(xix)(c) ensure staff understanding of the district-wide school safety plan

¹³155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building

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

¹⁵155.17(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);

¹⁶155.17(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

8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.¹⁷
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.

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-a¹⁸. 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 District¹⁹. 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.²⁰ 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.

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

¹⁸2801-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.

¹⁹155.17(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.

²⁰155.17(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 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.

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 TEAM²¹

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

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALTERNATE NUMBER (optional)
School Board	Chrissie Onofrio	Board of Education Member/President	914-934-7902	
School Administrator	Aurelia Henriquez	Superintendent and Chief Emergency Officer	914-934-7902	
School Administrator	Colleen Carroll	Deputy Superintendent	914-934-7902	
School Administrator	Tina Wilson	Assistant Superintendent of Curriculum	914-934-7902	
School Administrator	Juan Sanchez	Executive Director of Human Resources	914-934-7902	
School Administrator	Phil Silano	Assistant Superintendent of Business	914-934-7906	
School Administrator	Tatiana Memoli	Director of Special Education	914-934-7925	
School Administrator	Luke Sotherden	Principal- Port Chester High School	914-934-7950	
School Administrator	Doris Dapaah	Principal- Port Chester Middle School	914-934-7930	
School Administrator	Sam Ortiz	Principal- King Street School	914-934-7996	
School Administrator	Paul Roncagliolo	Principal- Thomas A. Edison	914-934-7980	

²¹ 155.17(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.

		School		
School Administrator	Colleen Moore	Principal- John F Kennedy School	914-934-7990	
School Administrator	Craig Dreves	Principal- Park Avenue School	914-934-7895	
Teacher	Chris Kazim	Teacher- PCTA President	914-934-7952	
Teacher	Melissa Coletti	Health and Safety Committee	914-934-7991	
School Administrator	James Ryan	Director of Athletics	914-934-7913	
Parent Organization	Tricia Hinz	Parent Organization Member		
School Safety Personnel	Michael Dowd	School District Safety and Security Coordinator	914-934-7921	
Bus Driver	Ray Mata	Transportation Representative- Royal Coach	914-967-5959	
Bus Monitor	Maricela Rangel	Bus Monitor	914-967-5959	
District Transportation Representative	Donna Martin	Business Office Administrative Assistant	914-934-7904	
*Student (optional)				
Other School Personnel (below)				
District administrator	Marcos Rodriguez	Director of Facilities	914-934-7983	
District administrator	Anthony Lunde	Supervising Foreman	914-934-7983	
High School Nurse	Dineen LaDore	School District Head Nurse	914-934-7967	
Parent Organization	Veronica Faraci	Parent Organization Member		
Law Enforcement	Charles Nielsen	Captain- Port Chester Police Department	914-939-1000	
Law Enforcement	Mark Morales	Youth Detective- Port Chester Police Department	914-939-1000	
Law Enforcement	Moises Ochoa	School Resource Officer- Port Chester Police	914-939-1000	

		Department		
Law Enforcement	Leslie Morales	School Resource Officer- Port Chester Police Department	914-939-1000	
Law Enforcement	Orelvis Lazala	Youth Detective- Rye Brook Police Department	914-937-1020	
Law Enforcement	Abel Taveras	School Resource Officer- Rye Brook Police Department	914-937-1020	
Law Enforcement	Christian Bautista	School Resource Officer- Rye Brook Police Department	914-937-1020	
Fire Department	Nicholas Melillo	Chief- Port Chester/Rye Brook Fire Department	914-939-1661	
EMS	Kenny Barton	Chief- Port Chester-Rye-Rye Brook EMS	914-939-4700	
After School Personnel (optional, but NYSED recommended below)				
Athletic Director / PE Coordinator	James Ryan	Athletic Director	914-934-7913	
After-School Program Director	Daniel Bonnet	Carver Center	914-744-6653	
Before-School Program Site Supervisor	Individual School Principal/AP			
Extracurricular Activities Coordinator	Individual School Principal/AP			

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.²²
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.²³
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 of each year.

²² 155.17(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.

²³EL 2801-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)

5. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(3).²⁴ 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 1st of each year or within 30 days of adoption.²⁵

²⁴ 155.17(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.

²⁵ 155.17 (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 15th for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years and for the 2020-2021 school year and thereafter, such building-level emergency response plans must be submitted no later than October 1, 2020, and each subsequent 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, but no later than October 15th for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years and for the 2020-2021 school year and thereafter, such building-level emergency response plans must be submitted no later than October 1, 2020, and each subsequent 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 STRATEGIES²⁶

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 utilizes a multidisciplinary Behavioral Threat Assessment Team provided by SW BOCES and St Joseph's Crisis Prevention and Response Team (914-925-5959) 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.²⁷
3. The District Safety Team may utilize table top exercises to discuss their roles during an emergency and their responses to a sample emergency situation.²⁸
4. 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
5. 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 and
 - c. Peer mediation

²⁶155.17(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

²⁷155.7(4)(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.

²⁸155.17(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.

6. 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.
7. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
8. Procedures relating to building security including utilization of staff and security equipment are as follows:²⁹
 1. All authorized staff members are expected to carry their classroom/office keys/swipe cards/Key Fobs 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, be screened through the visitor management screening system, and issued a visitor's pass before proceeding further into the building.
 5. All contractors assigned to work in any building must first be authorized by the Facilities Department. Once authorization has been received, the contractor is to proceed to the building's designated single point of entry, be screened through the visitor management screening system, and issued a visitor's pass before proceeding further into the building. 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 Provider as required by NYS Regulation³⁰.
 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 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.
 - Some buildings may use a modified point of entry.

²⁹155.17(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.

³⁰ 155.17(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.

9. 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.
10. 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.³¹ 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. 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.³²

³¹155.17(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;

³² 155.17(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.³³

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.
- 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:³⁴

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

³³ 155.17(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;

³⁴ 155.17(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.

strictly prohibited.³⁵ (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.

Varied Scheduling: Drills will be scheduled on different dates, days of the week, and during different times of the school day.³⁶

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.³⁷

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)³⁸

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.³⁹ (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

³⁵155.17(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.

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

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

³⁸155.17(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.

³⁹155.17(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.

- 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. Printed Notices

- Timing: **Within one week** before the drill.
- General time frame of the drill
 - (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill
- Send printed notices home with students.
- Include the following information:
 - General timeframe of the 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

4. Post-Drill Follow-Up

- Timing: Immediately after the 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.^{40 41} 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 assembly⁴²

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.⁴³

⁴⁰155.17(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

⁴¹EL §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

⁴²155.17(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.

⁴³155.17(h)(3) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies.

Additional Evacuation (Evacuate) Drill Requirements

Residential Schools: Four (4) additional drills must be conducted during the hours between sunset and sunrise for schools with student sleeping accommodations.⁴⁴

Summer School: At least two (2) additional drills are required in buildings used for summer school, with one (1) drill held during the first week.

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

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

⁴⁴155.17(h)(1)(i) Four additional drills shall be held in each school year during the hours after sunset and before sunrise in school buildings in which students are provided with sleeping accommodations.

⁴⁵807.1-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.

⁴⁶155.17(4)(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.

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.

Procedures for obtaining written consent for students to participate in full-scale exercises from parents or persons in parental relation will include:⁴⁷

1. Distribution of Consent Forms:

- Consent forms will be distributed to parents through the following methods:
 - **Mail:** Consent forms will be sent to parents' home addresses.
 - **Home with Students:** Students will bring consent forms home in their backpacks.
 - **Email:** Electronic consent forms will be sent to parents' registered email addresses.
 - **School Newsletter:** A detachable consent form will be included in the monthly school newsletter.
 - **Parent Portal:** Consent forms will be available on the school's parent portal.

2. Content of Consent Forms:

- The consent form will include:
 - A detailed description of the full-scale exercise, including date, time, and activities involved.
 - Potential risks and safety measures in place.
 - Instructions for completing and returning the form.

3. Return of Consent Forms:

- Parents can return signed consent forms through the following methods:
 - **Mail:** Forms can be mailed back to the school.
 - **Home with Students:** Students can return forms to their homeroom teachers.
 - **Email:** Scanned copies of signed forms can be emailed to the designated school email address.
 - **Parent Portal:** Digital consent forms can be submitted through the parent portal.

4. Follow-Up and Reminders:

- The school will send reminders via email, text messages, and phone calls to ensure that all parents submit the consent forms in a timely manner.

5. Record Keeping:

- The school will maintain a digital record of all returned consent forms. This record will be securely stored and accessible to authorized school personnel.

⁴⁷155.17(c)(1)(xiv)(4) ... Such exercises may not include students without written consent from parents or persons in parental relations.

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.⁴⁸

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.⁴⁹

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.

⁴⁸155.17(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.

⁴⁹155.17(h)(3) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies

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 lockdown, 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.⁵⁰

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-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 lockdown, 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.⁵¹

⁵⁰155.17(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 lockdown, and lockdown.

⁵¹155.17(2)(xiii) <https://www.regents.nysed.gov/sites/regents/files/424p12d2.pdf>

Additional training may include but is not limited to:

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

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, security guards, hall monitors 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.

VITAL EDUCATIONAL INFORMATION⁵²

Information on each building’s students 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 BEHAVIOR⁵³

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

⁵²155.17(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.

⁵³ 155.17(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 relations 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:

<u>Agency</u>	<u>Phone Number</u>
Rye Brook Police Department	914-937-1020

Port Chester Police Department
Westchester County Police
New York State Police

914-939-1000
914-864-7700
914-769-2600

HAZARD IDENTIFICATION

Identification of Potentially Dangerous or Hazardous Sites:

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

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

SCHOOL SAFETY PERSONNEL ALLOCATIONS, HIRING, DUTIES, AND TRAINING⁵⁴

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.

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

School safety personnel will help carry out the District-Wide School Safety Plan and may include anyone in the school community. These individuals have received appropriate annual training as required under the Regulation. Such training has been conducted in cooperation with the Police Department. These individuals are not to be confused with school security guards that we employ who are regulated under the New York State Security Guard Act that requires specific training, fingerprinting and background checks. All our Security Guards receive 8-hours of pre-assignment and 16-hours of in-service training along with an additional 8-hours of annual refresher training. Our contracted security company (KH Briger) is a New York State licensed agency and all our **security guards** are also individually licensed.

Appropriate school building security measures and procedures have been determined by the District-Wide School Safety Team and Building-Level Emergency Response Team after review of school building procedures and practices, emergency response plan, code of conduct, security surveys/audits, and building-level climate surveys. Based on these findings we have implemented the following security measures:

- Entrance guards who received 2 days of staff development every school year.
- The School District has had a security audit/assessment of all school buildings in conjunction with our Building-Level Emergency Response Team.
- Visitors to the building will be questioned prior to entry into the building as to their business and if they have an appointment. If there is any question, the building principal will be consulted. If this has been confirmed, they will be admitted to the building where they will sign-in and be escorted to their destination. Upon completion of their business they will be escorted out of the building.
- Visitor badge/sign-in procedures. Upon entry into the building, the visitor must show a valid Government issued identification. After clearance, the visitor is issued an adhesive badge and escorted to their destination. Anyone in the building without an adhesive badge will be questioned by building staff and the School District Safety and Security Coordinator and Building Administrators will be notified.

⁵⁴ 155.17(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;

- Video surveillance – closed-circuit TV security.
- NYS certified security guards.
- A designated School District Safety and Security Coordinator.
- On-going security audits.
- Random searches may be considered if deemed necessary.
- We will employ any other methods deemed necessary and constantly review our current practices.

SECURITY 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, hall monitor or security guard. Staff in the building all wear district-produced identification badges and lanyards which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.
- B. At the 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/hall monitors 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/hall monitor. Staff in the building all wear district-produced identification badges and lanyards, which must be worn at all times. In addition, safety personnel are assigned to areas throughout the building.

Hiring

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

Duties and Training

Greeters/Security Guard

- contracted personnel at each elementary and middle school
- buildings are staffed during regular school hours and after school program hours
- primarily responsible for enforcement of the visitor protocols
- perform perimeter patrols
- detection of hazards
- deter and report unlawful activity
- provide escorts for parents and students when needed
- members of building-level emergency response Planning teams

Secondary School Hall Monitors

- staffed at both the middle school 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

School Security Monitors

- staffed during regular school hours at the high 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

Required training includes:

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

SECTION III RESPONSE

NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS

Internal

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

External

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

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

When an emergency requires notification of staff, the Superintendent or his/her 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.portchesterschools.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.⁵⁵

RESPONSE PROTOCOLS

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

SCHOOL CANCELLATION

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

EARLY DISMISSAL

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

EVACUATION (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 any missing staff or students.
- The Logistics Chief will make appropriate arrangements for human needs in the event of a long-term situation.

⁵⁵ 155.17(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;

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
- Earthquakes
- 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 VIOLENCE⁵⁷

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.

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

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

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 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 Deputy 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. 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 VIOLENCE⁵⁸

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

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

(including all Building-level Emergency Response Planning Team 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.⁵⁹
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.
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.⁶⁰
10. The district will follow the code of conduct in any response to 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 serve as a response to the effects of the sudden onset of the COVID-19 pandemic in the Spring of 2020. In addition to 27-C, the following section was added to [2801-a of the Education Law](#) that required additions to the District Plan.

⁵⁹ 155.17(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

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

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

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	
Information Technology	Director of technology, Technicians	This group is needed to maintain the internet capability including remote learning and working from home.
Custodial and Maintenance	Director of Facilities, Head Custodians, Maintenance, Mechanics, Grounds	This group is needed to maintain the cleanliness and continued functioning of the building & grounds.
Administration	Superintendent, Deputy Superintendent, & Assistant Superintendent	Required to ensure continuity of the response efforts.
Building Administration & Clerical Support	Building Administrators & Clerical Support	Required to ensure continuity of the response efforts including reporting and contact tracing.
Faculty and Staff	Teachers and Related Service Provider	The functions of faculty and staff are largely necessary to the mission and operations of a school, though their roles can be played both in-person and remotely, depending upon the circumstances. They are required personnel.
Security	Security Coordinator & Security Assistants	To ensure the safety/security of the campuses.
Transportation	Assistant Superintendent of Business, Support Staff & Transportation Contractor	To transport food to students who receive home meals and/or to transport students in the event they are attending in person instruction

Food Service	Food Service Director & Food Service Workers	To prepare and distribute meals to students.
Health Services	Director of Special Education, School Nurses, as deemed necessary	To assist with testing requirements, reporting and contact tracing.
Business Operations	Assistant Superintendent of Business, Accounting, Payroll, Accounts Payroll, Purchasing	Where necessary to ensure the continued operation of the District.

2. To enable all non-essential employees to telecommute, District staff will be guided by the Building-level Emergency Response Plans.
3. In an effort to reduce overcrowding on public transportation:
 - Class schedules may be staggered to a morning and afternoon cohort.
 - In-person days may be staggered by cohorts groups.
 - Staff and students may walk or drive a personal vehicle to campus.
 - 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 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 Building-level Emergency Response Plans.
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 guards/greeters/hall monitors.
 - All faculty will indicate arrival and departure times at the beginning and end of the day by using an electronic method to be installed at each school, which shall be a swipe card (fob).
 - Payroll, attendance, and/or time cards will further document an employee's presence on campus.
 - Non-essential visitors will not be allowed on site.

7. If emergency housing is needed, the Port Chester UFSD District will lodge an essential employee on a district property or at a local hotel.
8. Any other requirements determined by the Department of Health such as contact tracing or testing, physical distancing, hygiene, and disinfectant, or mask-wearing.

IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY⁶¹

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 EMERGENCIES⁶²

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

⁶¹155.17(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;

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

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

DEFINITIONS

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

FORMATS AND METHODS OF REMOTE INSTRUCTION

Remote instruction may be delivered through a variety of formats and methods. Determinations about

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

INSTRUCTIONAL OPTIONS

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

COMPUTER AND CONNECTIVITY ACCESS FOR STUDENTS

The District will ensure that students have the necessary equipment at home to participate in remote instruction.⁶³ 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.⁶⁴ The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in each school's Building-level Emergency Response Plan.

MINIMUM INSTRUCTIONAL HOURS

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

REMOTE INSTRUCTION SUPPORT

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

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

⁶³ 155.17(xxi)(a) ensure computing devices will be made available to students

⁶⁴ 155.17(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

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 65

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

OBTAINING ADVICE AND ASSISTANCE FROM LOCAL GOVERNMENT OFFICIALS, INCLUDING THE COUNTY OR CITY OFFICIALS RESPONSIBLE FOR IMPLEMENTATION OF ARTICLE 2-B OF THE EXECUTIVE LAW⁶⁶

1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed.
2. The 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. Port Chester and Rye Brook Police Department
2. Port Chester and Rye Brook Fire Department
3. New York State Police
4. Westchester County OEM
5. Westchester County Police Department
6. Port Chester-Rye Brook, Rye EMS
7. Empress EMS
8. Red Cross

⁶⁵ 155.17(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;

⁶⁶ 155.17(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;

CONTACTING PARENTS, GUARDIANS OR PERSONS IN PARENTAL RELATION TO THE STUDENTS OF THE DISTRICT IN THE EVENT OF A VIOLENT INCIDENT OR AN EARLY DISMISSAL⁶⁷

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

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practicable.⁶⁸ 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.

⁶⁷155.17(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;

⁶⁸155.17(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
- Schoolwires
- 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 / Ed House

113 Bowman Avenue
Rye Brook, NY 10573
Phone: 914-934-7900

Port Chester High School

One Tamarack Road
Rye Brook, NY 10573
Phone: 914-934-7950

Port Chester Middle School

113 Bowman Avenue
Rye Brook, NY 10573
Phone: 914-934-7930

John F. Kennedy Elementary School

40 Olivia Street
Port Chester, NY 10573
Phone: 914-939-7990

King Street Elementary School

697 King Street
Port Chester, NY 10573
Phone: 914-934-7996

Park Avenue Elementary School

75 Park Avenue
Port Chester, NY 10573
Phone: 914-934-7895

Thomas A. Edison Elementary School

132 Rectory Street
Port Chester, NY 10573
Phone: 914-934-7980

APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

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

APPENDIX 3 – MEMORANDA OF UNDERSTANDING

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

- **Purpose of MOU:** The purpose of this Agreement is to formalize and clarify the roles and responsibilities of the District and Allied Universal.
- **Services Provided by Agency/Vendor:** Security Guard Staffing

SECURITY SERVICES AGREEMENT

This Agreement made this 5th day of July 2023, by and between Briger Security Services, Inc., with a principal place of business at 116 Radio Circle Drive, Suite 305A, Mount Kisco, New York 10549 (hereinafter “Contractor”), and the Port Chester-Rye Union Free School District, with an address at 113 Bowman Avenue, Port Chester, New York 10573 (hereinafter the “School District”).

WHEREAS, the School District issued a Request for Proposal for Security Guard Services, dated May 19, 2023; and

WHEREAS, after reviewing the proposals received, on June 1, 2023, the Board of Education of the School District accepted the proposal of Briger Security Services, Inc. for the provision of unarmed, licensed, uniformed security guards for the 2023-2024 school year, with an option to renew for the 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years (each school year runs from July 1st to June 30th);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties mutually agree as follows:

1. Services. The School District hereby engages Contractor to supply all labor, materials, equipment and supervision necessary to provide Level II, licensed, unarmed and uniformed security guard services at the School District’s schools and, if requested, fields. The security guards shall greet all visitors, ask for state approved identification, provide sign in sheet, a visitor badge and escort them to their destination. The security guard functions include, but are not limited to, visitor control, access control, patrol of school buildings/grounds/fields/property, detection and deterrence of theft and vandalism, making recommendations on security needs/security improvements/safety concerns, detecting hazards, enforcement of rules and regulations, perimeter patrols, visitor and employee escorts, deterrence and reporting of unlawful activity, deterring and reporting violations of the School District’s Code of Conduct, emergency response and other reasonable and other lawful security services upon request. Contractor must assure continuity of each guard assigned to a post unless such guard is objected to by the School District. During the term of the contract, Contractor shall be available for meetings, as required, to review job progress and quality of work, identify and resolve problems, and coordinate the efforts of all concerned.

Contractor shall provide Level II, unarmed, uniformed, licensed security guards to perform the above referenced services for at least 180 to 185 school days from September to June, depending upon the school calendar and emergency closings, as follows:

- a. A guard at the front entrance of Park Avenue Elementary School from 7:30 a.m. to 3:45 p.m. Monday through Friday on the days when school is in session.
- b. A guard at the front entrance of King Street Elementary School from 7:30 a.m. to 3:45 p.m. Monday through Friday on the days when school is in session.
- c. A guard at the front entrance of Thomas A. Edison Elementary School from 7:30 a.m. to 3:45 p.m. Monday through Friday on the days when school is in session.
- d. Three guards, one at each entrance of John F. Kennedy (upper and lower) and one at a location to be determined, all three from 7:30 a.m. to 3:45 p.m. Monday through Friday on the days when school is in session.
- e. If requested by the School District, solely on the dates requested, one or more guards at one or more of the School District elementary schools for after school program coverage from 3:45 to 6:00 p.m. Monday through Friday on the days when school is in session.
- f. A guard at the front entrance of Port Chester Middle School from 7:00 a.m. to 4:00 p.m. Monday through Friday on the days when school is in session.
- g. A guard at the entrance to the School District's Central Administration Offices, which are housed in a portion of Port Chester Middle School from 7:30 a.m. to 4:30 p.m. Monday through Friday on the days when the offices are open.
- h. If requested by the School District, solely on the dates requested, one or more guards at Port Chester Middle School or Port Chester High School for after school program coverage from 3.00 p.m. to 7.00 p.m. Monday through Friday on the days when school is in session.
- i. If requested by the School District, one or more guards for any events solely on the dates requested.
- j. If requested by the School District, field watch security services daily (including Saturdays and Sundays) from 3:00 p.m. to 9:00 p.m.
- k. If requested by the School District, any additional hours of coverage at any School District school building, grounds, fields or property.
- l. For daily school coverages, Contractor will follow the school calendar for the required coverage for the School District. Unless otherwise specified for an event, no coverage will be required if the schools are closed and no PM coverage will be required on half day dismissals. No security guards will be required when the School District's schools are closed due to inclement weather or other emergencies.
- m. Contractor shall insure that all uniformed guards provided under this Agreement are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, Contractor is required to send a replacement guard

within one hour of receiving notice unless another arrangement has been made with the School District.

- n. The security guards assigned to perform work under this Agreement shall wear uniforms at all times. These uniforms must clearly identify the name of Contractor and the name of the individual security guard. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.
- o. All services shall be performed in a professional manner. All guards shall be neat and clean and their appearance shall set a good example.
- p. The security guards shall have no criminal record.
- q. The security guards shall carry no weapons, which includes but is not limited to mace and pepper spray, while on School District property.
- r. The security guards shall not use foul or obscene language while on School District property.
- s. Upon reporting for duty, each security guard shall: sign the logbook, read all entries since his/her previous duty shift and become acquainted with all/any issues and incidents that may have occurred.
- t. A logbook shall be continuously maintained at the entrance of each school building with accurate time entries of all visitors and shall also include the signature of the guard coming on duty and signature of guard going off duty. Any visiting supervisor from Contractor must also sign in and out in the logbook.
- u. Incident reports are to be filled out and forwarded to Contractor and the School District no later than the next business day following completion or occurrence of any incidents and/or unusual circumstances, including but not limited to and any other unusual circumstances such as but not limited to an apparent trespass on School District property, any verbal or physical confrontation between Contractor's employees and any School District employee, faculty, staff, students or visitors. Contractor shall be responsible for providing a verbal report for any incident which occurs on any shift by the close of that shift that this is then followed by above referenced written report on Contractor's letterhead to the School District.

If the security needs of the School District increase and it is deemed necessary by the School District for additional hours then both parties agree that Contractor will provide the security as requested. If requested by the School District, Contractor shall provide one or more security guards at one or more of the School District's school buildings and/or fields during the summer (July 1 to August 31) of any school year during which this Agreement is in effect. Upon such request the hours and dates of service will be specified.

Contractor recognizes that this Agreement does not grant Contractor the exclusive right to perform the above-described security services for the School District as the School District employs

school/hall monitors, who may perform some security functions for the School District, and, on occasion, the School District may utilize local, County, State or Federal law enforcement officers to perform security services. The School District reserves the right to increase and decrease the number of school/hall monitors it employs, who perform some security functions, to the extent the School District deems appropriate in its sole discretion. So long as Contractor is able to supply the number of security guards requested by the School District when requested, the School District will not contract with another non-municipal/governmental company or agency for the provision of security guards.

In addition, Contractor shall work cooperatively with the School District's Central and Building-level Administrators. Contractor shall be responsible for the administration and management of Contractor's officers, employees and agents providing the above-described security guard services to the School District. Contractor shall obtain and maintain any permits, licenses, registrations and/or approvals of governmental authorities required to provide the above-described services. Contractor represents and warrants that each security guard who will provide services under this Agreement will have the requisite knowledge and skills to provide the above-described services and all licenses and/or certifications required by Federal, New York State, Local and School District statutes, rules, regulations, policies and orders to provide the above-described services in a public school setting and will maintain such skills, certifications, licenses and qualification throughout the term of this Agreement. Contractor shall provide the School District with documentation of such certifications, licenses and qualifications of Contractor's employees, officers, owners and/or agents that will be providing the above-described services to the School District pursuant to this Agreement.

2. Qualifications. Throughout the term (including any renewal terms) of this Agreement, Contractor must be duly licensed by the New York Department of State as a Security Guard Company and bonded as a private security guard service. Contractor must verify that each guard maintains active status of their New York State Department of State Registration and receives their annual required training. Contractor represents and warrants that all of its security personnel are New York State Certified Security Guards, who are well-trained in anti-theft tactics and in effective public relations. Contractor represents and warrants that all of its security personnel are trained to perform efficiently, effectively, and discreetly and will perform in a

manner that causes no undue interference with the School District's daily educational and business activities. Contractor must conduct pre-employment checks on all personnel who may be utilized during the term of this Agreement, which must include, but is not limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening. Contractor must instruct and train each guard in the duties and responsibilities of the post. The minimum requirements for Level II security guards are:

- a. being 18 years of age.
- b. being a high school graduate or possessing a General Equivalency Diploma (GED).
- c. being able to speak, read and write effectively in English.
- d. preferably being Spanish speaking.
- e. Possessing a valid and current New York State Department of State (DOS) Security Guard registration.
- f. having fingerprint clearance to work in a school environment from the Office of School Personnel Review and Accountability (OSPRA) in New York State Education Department (SED).
- g. Completion of all Division of Criminal Justice Services (DCJS) Security Guard training.
- h. Being in good physical condition to perform the essential duties of the position.
- i. Having one or more of the following:
 - (1) Two years of prior Military experience on active duty with an honorable discharge.
 - (2) Two years of full-time experience as a Police Officer, Probation officer or Corrections Officer.
 - (3) Three years of full-time experience as a DOS registered New York State Security Guard.
 - (4) Two years' experience as a Security Guard Supervisor.
 - (5) An associate's or Bachelor's degree in Criminal Justice.

3. Approval of School District. All individuals providing services to the School District pursuant to his Agreement shall be subject to approval by the School District. The School District shall have the right to reject in writing for any non-discriminatory reason whatsoever, any employees assigned by Briger Security Services, Inc. and that Briger Security Services, Inc. shall thereafter provide a satisfactory replacement. Briger Security Services, Inc. and Port Chester – Rye Union Free School District agree that they will comply with all local, state, and federal

discrimination laws. The School District reserves the right to interview each guard to be assigned to provide services to the School District prior to or during assignment.

4. Compensation. For the services described in Paragraph "1" of this Agreement, Contractor shall be compensated for each guard supplied to the School District at the standard hourly rate of 1.35 times the currently applicable prevailing wage rate (e.g., if the prevailing wage rate is \$24.58, then Contractor would be paid an hourly rate of \$33.18 per guard) and, for any overtime hours worked, Contractor shall be compensated at 1.5 times the standard hourly rate (e.g., if the regular rate is \$33.18, then overtime rate is \$49.77). Contractor shall pay the security guards assigned to the School District no less than the current prevailing wage rate as defined by the Department of Labor, which shall be demonstrated by the submission of certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury. The overtime rate applies to any hours worked beyond eight hours in the same day and beyond forty hours in a given week. Contractor shall only be paid for the hours actually worked by the personnel it assigns to the School District.

- a. Contractor will be notified of any emergency closings of the School District and Contractor shall not bill the School District for those days. No coverage will be required if the School District's schools are closed and no PM coverage will be required on half day dismissals.
- b. Payment pursuant to this Agreement is dependent upon the satisfactory completion of the services by Contractor, faithful compliance with the Agreement by Contractor, and the submission of invoices and certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury following completion of the services in monthly intervals to the School District.
- c. Contractor shall not be paid for any scheduled hours and meetings for which Contractor's officers, employees, owners and/or agents fail to appear no matter the reason for the failure.
- d. Except as otherwise stated above, the above compensation is inclusive of any and all of the expenses incurred by Contractor in performing the above-described services for the School District, including, without limitation, for such things as travel, copying expenses, postage, facsimile and telephone charges, mobile/cellular telephone service charges. The above compensation also is inclusive of any fees, fines, licenses, certificates, certifications, bonds or taxes required of or imposed against Contractor or its officers, employees or agents in connection with the performance of the above-described services.
- e. There shall be no charge to the students or their families or anyone other than the School District for the services provided pursuant to this Agreement.

5. Duration. This Agreement shall be in full force and effect commencing on July 5, 2023 and terminating on June 30, 2024, regardless of when it is actually signed, unless terminated sooner in accordance with the provisions of this Agreement. The Parties may agree to extend this Agreement on an annual basis for the 204-2025, 2025-2026, 2026-2027 and 2027-2028 school years.

6. Independent Contractor Status. Contractor and the individuals it supplies shall not be considered as having employee status with the School District. Contractor enters into this Agreement and will remain throughout the term hereof an independent contractor of the School District. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or other similar relations between the School District and Contractor. Contractor and Contractor's officers, employees and/or agents are retained by the School District only for the purposes and to the extent set forth in this Agreement. Contractor acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the School District.

- a. Contractor, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the School District's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. Contractor is responsible for providing, at Contractor's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for Contractor and for Contractor's officers, employees and/or agents, if any. Contractor, its officers, employees and/or agents shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement.
- b. Contractor, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and any of its employees.
- c. The School District shall not be responsible to pay Contractor for any expenses paid or incurred for the services provided under this Agreement unless specifically provided for elsewhere in this Agreement or agreed to in a writing signed by both parties.
- d. As an independent contractor, Contractor retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Contractor is an independent contractor, the School District will not make deductions from payments to Contractor for income taxes, social security, unemployment insurance, workers' compensation

or other employment/payroll taxes. The School District will issue a 1099 form at the end of each taxable period for monies paid to Contractor. Contractor shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the School District to Contractor for services provided under this Agreement. Contractor will indemnify the School District for any tax liability, interest, and/or penalties imposed upon the School District by any taxing authority based upon the School District's failure to withhold any amount from the payments for tax purposes.

- e. The School District shall make no payments and shall not report the services of Contractor, its officers, employees and/or agents to any State retirement system for purposes of pension credit.

7. Principal Contact Person. The principal contact person of the School District shall be the Assistant Superintendent for Business and all correspondence, reports and inquiries regarding this Agreement shall be directed to the Assistant Superintendent for Business.

8. Invoices. Contractor will submit an invoice for services rendered on a monthly basis, and payment to Contractor shall be made within thirty days following the date the School District receives the invoice. The invoice shall include the dates on which services were rendered, who rendered the services, a description of services rendered on each date, and the fees payable. Invoices must be accompanied by certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury. If the School District disputes an invoice or any part thereof, the School District shall have the right to withhold payment pending the resolution of such dispute. Payment of any invoice shall not preclude the School District from making claim for any adjustment for services found not to have been rendered at all or found not to have been rendered in accordance with this Agreement. Payment of any invoice shall not be deemed as an acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy or course of action it has at law or in equity at a later date.

9. Right to Examine Records. The School District shall have the right to examine any and all accounting records of Contractor, its officers, employees and/or agents as they pertain to the services provided pursuant to this Agreement.

10. Termination.

- a. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. Upon such termination, Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination. Contractor shall not be entitled to any additional payments, whether on account of lost profits or otherwise. In the event of termination, Contractor shall cooperate with the School District in winding down any activities under this Agreement, and all reports, or other documentation due to the School District from Contractor shall be promptly completed.
- b. This Agreement may be terminated for cause by the School District in the event of a breach of this Agreement by Contractor (e.g., failing to meet and complete schedules), upon five (5) days' written notice from the School District to Contractor, unless a shorter period of time is specifically provided for elsewhere in this Agreement. In the event of such termination, the School District shall only be responsible to pay for services actually rendered by Contractor in full compliance with this Agreement prior to the termination and may deduct from such sums owed any costs incurred by the School District as a result of Contractor's breach. Breach of this Agreement by Contractor authorizes the School District to purchase services elsewhere and charge the full increase in cost to Contractor.

11. Insurance. Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the types and amounts of insurance specified below from an insurance carrier admitted in New York State for the issuance of the type of insurance coverage provided by the policy issued. Contractor shall effectuate the naming of the School District as an unrestricted additional insured on Contractor's insurance policies, with the exception of workers' compensation. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- a. Each policy naming the School District as an additional insured shall:
 - (1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - (2) Contain a 30-day notice to the School District of cancellation or non-renewal of the policy.
 - (3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - (4) The School District shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate of insurance must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

- b. Contractor agrees to indemnify the School District for any deductibles applicable to claims made by the School District pursuant Contractor's insurance.
- c. Required Insurance:
 - (1) Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - (2) Automobile Liability Insurance with limits not less than \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - (3) Statutory Workers' Compensation as well as Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - (4) Excess Insurance: On a "Follow-Form" basis, with limits of not less than \$3,000,000 each occurrence and aggregate.
- d. Contractor acknowledges that the failure to obtain the required insurance constitutes a material breach of contract. Contractor is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of services under this Agreement. The failure of the School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the School District.
- e. The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Contractor acknowledges that the procurement and maintenance of the insurance required herein is intended to benefit not only the School District but also the NYSIR, as the School District's insurer.

12. Compliance with Law. Contractor shall comply, at its own cost and expense, with all applicable Federal, State, and local statutes, rules, regulations, and ordinances including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education.

- a. Contractor shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement and any that are required by the New York State Department of Education, the Board of Education and/or the School District.
- b. Contractor shall adhere to all requirements, protocols, policies and regulations of the School District and the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.
- c. Contractor acknowledges and agrees that it and its employees may be subject to fingerprinting and a criminal history record check as may be required by the

SAVE legislation and other sections of the Education Law of the State of New York. In such event, Contractor agrees to cooperate with the School District and to complete any and all necessary forms or procedures to obtain required fingerprinting and criminal history checks, all at no cost or expense to the School District.

- d. Contractor further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department prior to providing services to the School District's students. Appropriate written proof of such clearance shall be provided to the School District prior to such individuals providing services to the School District's students. In the event that Contractor utilizes an individual who is required to and who has not obtained fingerprinting clearance with the New York State Education Department, the School District shall have the right to immediately terminate this Agreement.
- e. Contractor shall comply with all laws and guidance relative to COVID-19 and/or other communicable diseases. Contractor shall perform the services required by this Agreement in conformance with any (1) Federal, New York State or local Executive Order, (2) any New York State Commissioner of Education and/or Commissioner of Health determinations, and (3) guidance issued by the Center for Disease Control and Prevention or any New York State or local department or agency, which Executive Orders, determinations and guidance shall include but not be limited to the cleaning and disinfecting of surfaces, the use of face masks or coverings, the use of proper personal protection equipment, screening, testing, vaccinations, reporting, tracing and social distancing protocols. Contractor's compliance with this paragraph shall not result in any additional cost to the School District.
- f. In performing the Services required herein, Contractor shall be responsible for providing all personal protective equipment for its officers, employees and agents and any other equipment and/or materials reasonably deemed necessary to prevent the spread of COVID-19 and/or other communicable diseases. Contractor's compliance with this paragraph shall not result in any additional cost to the School District.

13. Indemnification. To the maximum extent permitted by law, Contractor agrees that it shall defend, indemnify and hold harmless the School District, its employees, officers, agents and Board of Education for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may arise from the intentional misconduct, negligence or recklessness of the services provided by Contractor and its employees, officers, directors, and agents to the School District pursuant to this Agreement,

including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Contractor or any of its officers, directors, agents or employees taken or made with respect to this Agreement. The obligations contained in this paragraph are in addition to and in no way limit or constrain the obligations in the Hold Harmless Agreement notarized on May 24, 2023, which is attached hereto as Exhibit A and incorporated herein by reference.

14. Limitation on Liability. The parties agree that Contractor does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. It is agreed and understood by the parties that Contractor is not a guarantor of a crime free environment and is not responsible for the criminal or wrongful acts of third parties. Contractor's responsibility is solely limited to providing physical security services and Contractor has not been engaged as a consultant to provide a formal assessment of security needs and or a security audit at the site covered. Contractor's services shall not give rise to or confer any rights on any third party.

15. Work Made for Hire. Any work first developed by Contractor under this Agreement and prepared by Contractor for the School District shall be deemed property of the School District as a work made for hire.

16. Incidents. Contractor shall notify the School District promptly of any problems, situations or incidents that occur during the provision of services.

17. No Discrimination. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor agrees it shall not discriminate against any employee or applicant for employment or individual associated with the School District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. The services provided pursuant to this Agreement shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, or disability.

18. No Assignment. Contractor may not assign, transfer, subcontract or convey any of its respective rights or obligations under this Agreement without the prior written consent of the School District, which consent may be withheld for any reason whatsoever or for no reason.

19. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the School District, Contractor, shall, at its own cost and expense, provide the School District with all reasonable information and assistance in the defense or other disposition thereof.

20. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party, as set forth above. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. No Waiver of Default. No failure by the School District to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the School District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

22. Cumulative Rights. The rights and remedies provided by this Agreement are cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any other remedy.

23. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are superseded and are of no further force and effect. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto. Only the CEO and President of Contractor have the authority on behalf of Contractor to waive or modify any terms of this Agreement.

24. Conflicts of Interest. Contractor hereby warrants that there is no conflict of interest between Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. Contractor shall advise the School District if a conflict of interest arises in the future.

21. Governing Law. This Agreement and all claims relating to or arising out of this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Westchester. As such, the parties agree that any action related to this Agreement shall be litigated in such courts and waives any defense it may have with regards to improper venue or *forum non conveniens*.

22. Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement in any way or limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, entity or entities may require.

23. Requisite Provisions. Each and every provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and, if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

24. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

25. Record Retention. Both parties shall comply with all record retention requirements applicable under law to the records pertaining to this Agreement.

26. Survival. All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so.

27. Advertising. Contractor shall not advertise or publish as a form of an endorsement, the fact that the School District has entered into an agreement with Contractor, without the School District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

28. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic or facsimile signatures shall be deemed valid and binding.

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

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

BRIGER SECURITY SERVICES, INC.



Peter J. Moreno, President

July 6th 2023

Date

**PORT CHESTER- RYE UNION FREE
SCHOOL DISTRICT**



Dr. Aurelia Henriquez
Superintendent of Schools

July 12, 2023

Date

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Request for Proposal for Security Guard Services

Appendix E

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Port Chester-Rye Schools Board of Education, Port Chester-Rye Union Free School District, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A) Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

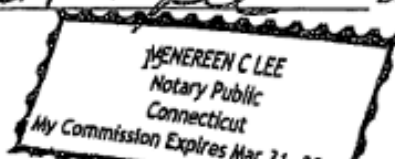
The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: [Signature] Date: 05-24-2023

Affirmed to me this 24th day of May, 2023

Notary Signature: [Signature] Date: 5/24/2023



APPENDIX 4 – DISTRICT RESOURCES – CONTACT INFORMATION

TITLE	NAME	OFFICE PHONE
Superintendent of Schools	Dr. Aurelia Henriquez	(914) 934-7900
Deputy Superintendent of Schools	Dr. Colleen Carroll	(914) 934-7920
Assistant Superintendent for Business	Philip Silano	(914) 934-7904
Assistant Superintendent of Curriculum & Instruction	Dr. Tina Wilson	(914) 934-7917
Executive Director for Human Resources	Juan Sanchez	(914) 934-2243
Director of Technology	Michael Ritacco	(914) 934-8048
Director of Special Education	Tatiana Memoli	(914) 939-7454
Director of Physical Education, Health and Athletics	James Ryan	(914) 934-7913
Director of Facilities	Marcos Rodriguez	(914) 934-7983
Director of Guidance	Dr. Maeva Rich-Kennedy	(914) 934-8019
Director of ELL and Bilingual Programs	Valerie Lakestream	(914) 934-8250
School District Safety and Security Coordinator	Michael Dowd	(914) 934-7921
Transportation Supervisor	Donna Martin	(914) 934-7904
District Clerk	Cathy Maggi	(914) 934-7903
Public Information	Mike Ritacco	(914) 934-8048
Foreman of Buildings & Grounds	Anthony Lunde	(914) 934-2302
Cafeteria Services	Ted Breen	(914) 934-7976
Village Mayor, Port Chester	Luis Marino	(914) 939-5201
Village Mayor, Rye Brook	Jason Klein	(914) 939-1121
Port Chester/Rye Brook Fire Department	Nicholas Melillo	(914) 939-5144
Port Chester-Rye Brook Ambulance - EMS	Kenny Barton	(914) 939-4700
Port Chester Police Department	Chris Rosabella	(914) 939-6386
Rye Brook Police Department	Eric Dengler	(914) 939-8320
Westchester County		
County Executive	Kenneth W. Jenkins	(914) 995-2000
Emergency Management	Susan Spear	(914) 231-1696
Public Safety Commissioner	Terrance Raynor	(914) 864-7900
County Health Dept.	Dr. Sherlita Amler	(914) 864-7292
Red Cross	(203) 869-8444	
Port Chester School Board		
Chrissie Onofrio	President	914-934-7900

Roberto Dominguez	Vice President	914-934-7900
Sharon Burke	Board Member	914-934-7900
Dr. JoAnne Ferrara	Board Member	914-934-7900
George Ford	Board Member	914-934-7900

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.