Pelham

UNION FREE SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

Adopted August 26, 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**:	8/26/2026	☑
The District Chief Emergency Officer is:[2] **Jim Hricay, Assistant Superintendent for Business** **914-738-8190 Ext. 1142, jhricay@pelhamschools.org**	**District Chief Emergency Officer Appointed on:**	8/26/2026	☑
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: 4/24/2026**	4/24/2026	☑
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 Start Date:** **Public Comment Period End Date:**	7/3/2026 8/26/2026	☑
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**):**	8/26/2026	☑
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**):**	9/16/2026	☑
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. **[ADD URL] of District-wide School Safety Plan on District Website**	**Date Posted (**no later than October 1st**):** **[ADD URL] of District-wide School Safety Plan on District Website**	9/16/2026	☑

[1] 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board.
[2] 155.17(c)(1)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer
[3] 155.17(a) Each district-wide school safety plan and building-level emergency response plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed.
[4] 155.17(c)(3)(i) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption.
[5] 155.17(c)(3)(i) Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties.
[6] 155.17(c)(3)(i) Each district shall submit its district-wide safety plan and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019- 2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter.
[7] District-wide School Safety Plan Self-Assessment and Planning Tool, Within 30 days from adoption, and no later than October 1, each district must post their District-Wide Safety Plan on their district website. The URL must be submitted to the Education Department to comply with the requirement that the plan be submitted to the Commissioner within 30 days from adoption.

Date **training** was provided to staff on **Building-level Emergency Response Plans, school violence prevention** and **mental health by September 15th**: [8]	**Date of Training:**	9/15/2026	☑
Date **training** was provided to staff on **Building-level Emergency Response Plans, school violence prevention, mental health and sudden cardiac arrest,** specifically covering how to recognize sudden cardiac arrest or similar life-threatening health emergencies and the procedures outlined in the Cardiac Emergency Response Plan, by **September 15th**, within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner. [9]	**Training provided on:**	9/15/2026	☑

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

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

Section I General Considerations and Planning Guidelines

Purpose

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

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

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

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

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

In July 2025, the New York State Legislature passed Desha's Law, which requires schools to develop and implement Cardiac Emergency Response Plans (CERPs) to address sudden cardiac arrest incidents at any school site owned or operated by the District and at the location of any school-sponsored event, including athletic events. In accordance with this law, CERPs have been developed and are incorporated into each confidential Building-Level Emergency Response Plan.

The District ensures that these plans provide for the recognition of sudden cardiac arrest and similar life-threatening health emergencies, the use and accessibility of automated external defibrillators (AEDs), coordination with local emergency medical services, response at school-sponsored events

including athletic activities, and staff training aligned with nationally recognized, evidence-based guidance such as that of the American Heart Association.

Superintendent's Directive

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

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

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

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

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

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

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

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

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

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

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

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-a[19]. At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District[20]. The Safety Team shall include, but is not limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors.

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

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

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

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

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

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

District Safety Team[22]

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

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALT NUMBER (optional)
Board of Education	Jackie De Angelis	Board of Ed - President	914-738-3434	
Board of Education	Will Treves	Board of Ed - Trustee	914-738-3434	
Administrator	Dr. Cheryl H. Champ	Superintendent	914-738-3434 x1158	
Administrator	Sean Llewellyn	PMHS Principal/Acting	914-738-8110 x1122	
Administrator	Jim Hricay	Asst. Supt./Chief Emergency Ofc	914-738-8190 x1142	
Director	Eugene Farrell	Support Staff Representative	914-738-8110 x1104	
Director	John Sebalos	IT & Data Security	914-738-3434 x1194	
School Safety	Joseph Johnston	Lead School Monitor	914-738-8110x1286	
School Safety	Thomas Drake	Altaris Safety Coordinator	914-738-8110x1754	
Bus Driver/Monitor	N/A	N/A	N/A	N/A
Pelham PD	Danny Green	Chief of Police	914-738-2000	
Pelham Manor PD	Greg Sancho	Chief of Police	914-738-1000	
Pelham FD	Robert Benkwitt III	Fire Chief	914-738-2601	
Pelham Manor FD	Michael Greco	Fire Chief	914-738-8825	
Community Member	Kami English		914-738-3434	
Community Member	Brian Weinberg		914-738-3434	
Community Member	Tunazzina Rahman		914-738-3434	
Teacher Rep	James Marcotullio	Union President	914-738-3434	

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

After School Personnel (optional, but NYSED recommended below)	See Below			
Athletic Director / PE Coordinator	Robert Castagna	Athletic Director	9147389140 Ext.1146	
After-School Program Director	1. Hope O'Connell 2. Stephen Madey	Playful Wonders, Inc - Siwanoy Pelham Children's Ctr - All Others	9176170903 9147383900	
Before-School Program Site Supervisor	N/A			
Extracurricular Activities Coordinator	N/A			

Concepts of Operation

1. The District-wide School Safety and Emergency Management Plan will be directly linked to individual Building-level Emergency Response Plans for each school. Protocols developed in the District-wide School Safety and Emergency Management Plan will guide the development and implementation of Building-level Emergency Response Plans.

2. All District building plans have been standardized to the extent possible so that leadership decisions are consistent and leaders may be interchangeable as necessary. The training and expectations set at the district level are applicable to all building team members.

3. In the event of an emergency or violent incident, the initial response at an individual school will be by the Building-level Emergency Response Planning Team.

4. Once the Superintendent and/or their designee are notified, the District Emergency Response Team may be mobilized to respond, and when appropriate, local emergency officials will be notified. All will follow the emergency management protocols and practices outlined in the National Incident Management System (NIMS) and will practice Incident Command System (ICS) techniques to better manage these events.

Plan Review & Public Comment

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

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

2. On June 23, 2022, Governor Hochul signed Alyssa's Law, Chapter 227 of the Laws of 2022 (Chapter 227) which became effective immediately. Chapter 227 amends Education Law § 2801-a to require that district-wide school safety teams of public schools, boards of cooperative educational services, and county vocational education extension boards consider the usefulness of silent panic alarm systems when reviewing and amending district-wide safety plans. The District has installed these panic systems at each school building.[24]

3. Building-level Emergency Response Plans shall be confidential and not subject to disclosure under Article 6 of the Public Officers Law or any other provision of law in accordance with Education Law Section 2801-a.

4. Full copies of the District-wide Safety and Emergency Management Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption and no later than October 1st each year.

5. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(3).[25] This plan will be made available for public comment at least 30 days prior to its adoption.

6. Building-level Emergency Response Plans will be supplied to the appropriate local law enforcement agency and the State Police by October 1st of each year or within 30 days of adoption.[26]

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

[24] EL 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)

[25] 155.17(c)(3)(i) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption. Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. Each district shall submit its district-wide safety plan and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019-2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter.

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

Section II Risk Reduction/Prevention and Intervention

Prevention and Intervention Strategies[27]

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

1. The District utilizes trained multidisciplinary Threat Assessment Teams *(a.k.a. Behavioral Assessment Teams)* at each building to evaluate threats and implement the appropriate mitigation strategies. The District provides support and record keeping for the activities of each team.

2. The District has established a building-level multidisciplinary Behavioral Assessment Team (Threat Assessment Teams) which assesses whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Assessment Team convenes annually to conduct staff training sessions on the safety and emergency procedures of such team [28]

3. The District utilizes a multidisciplinary Behavioral Threat Assessment Team provided by SW BOCES that assesses whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Threat Assessment Team is available to the district whenever a threat is identified and requires evaluation.

4. The District Safety Team may utilize table top exercises to discuss their roles during an emergency and their responses to a sample emergency situation.[29]

5. Any utilized school safety monitors 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

6. Training for school staff working in an incident control capacity may include:

    - Individual and group de-escalation techniques

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

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

[29]155.15(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.

- Non-violent conflict resolution skills and
- Peer mediation

7. The District may provide de-escalation techniques and nonviolent conflict resolution training to other staff annually. Each building has some staff trained in nonviolent conflict resolution.

8. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.

9. Procedures relating to building security including utilization of staff and security equipment are as follows:[30]

    1. All authorized staff members are expected to carry their classroom/office keys/swipe cards at all times.
    2. All staff members are expected to wear District-issued photo identification badges.
    3. After the designated start time of the school day, each school will be appropriately secured.
    4. All visitors must report to each building's designated single point of entry and sign in before proceeding further into the building.
    5. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery. An exception for regular food service deliveries may be made after the vendor has been authorized for the school year.

10. 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.

11. 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.

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

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

a. Safety monitors and greeters
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
h. Electronic visitor management systems

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]

Each building has established a mechanism for the anonymous reporting / open door policies at each of the school buildings. Each school advocates for a Dignity for All Students Act (DASA) open door policy for reporting all potential 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.

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[31] 155.17(c)(1)(xvi) strategies for improving communication among students, between students and staff and between administration and parents or persons in parental relation regarding reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

[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.

[33] 155.17(c)(1)(xvi) strategies for improving communication among students, between students and staff and between administration and parents or persons in parental relation regarding reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

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

Reporting Threats or Acts of Violence

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

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

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

Training, Drills and Exercises

Drills and Exercises:[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 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.

[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.

[35] 155.17(c)(1)(xiv)(1) Drills conducted during the school day with students present shall be conducted in a trauma-informed, developmentally, and age-appropriate manner and shall not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency.

Varied Scheduling: Drills will be scheduled on different dates, days of the week, and during different times of the school day.[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. **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. **Post-Drill Follow-Up**
    - Timing: Immediately after the drill.
    - Send a follow-up 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

[36]155.17 (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)
[38]155.1(c)(1)(xiv)(2) At the time that drills are conducted, students and staff shall be informed that the activities being conducted are a drill. Provided, however, that students and staff shall not be informed in advance of evacuation drills.
[39]155.17(c)(2)(vii)(d) parents or persons in parental relations shall be given advance notice of each drill being conducted within one week preceding any such drill.
[40]155.17(h)(i) Four drills shall be through the use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress, such as through different corridors, hallways, stairways, and exit doors. Drills shall be conducted at different times of the school day
[41]EL §807.1 four of the required drills must be through use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress

to be followed in the event that a fire occurs during the lunch period or assembly. This instruction may be waived if a drill is held during the regular school lunch period or assembly[42]

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]

Additional Evacuation (Evacuate) Drill Requirements

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.[44]

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.

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[42]155.17(h)(ii) Pupils shall be instructed in the procedure to be followed if an emergency occurs during a lunch period or assembly, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period or assembly.
[43]155.17(h)(3) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies.
[44]807.1-a for after-school programs, events or performances conducted within a school building and include persons who do not regularly attend classes in the building, the principal or other person in charge of the building must require the teacher or person in charge of the after-school program, event or performance notify attendees of the procedures to be followed in an emergency.

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.[45]

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

Training and Review Processes

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

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

Building-level Emergency Response Planning Team and District Administration Team Training: Each Building-level Emergency Response Planning Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises.[46]

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.[47]

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,

[45]155.17(c)(1)(xiv)(4) Schools and districts that opt to participate in full-scale exercises in conjunction with local and county emergency responders and preparedness officials that include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency shall not conduct such exercises on a regular school day or when school activities such as athletics are occurring on school grounds. Such exercises may not include students without written consent from parents or persons in parental relation.
[46]155.17(c)(1)(xiv)(3) Tabletop exercises may be utilized by school and district safety teams as a training resource and may include a discussion-based activity for staff in an informal classroom or meeting-type setting to discuss their roles during an emergency and their responses to a sample emergency situation.
[47]155.17(h)(2) Emergency Dismissal drills shall test the usefulness of the communications and transportation system during emergencies

offering feedback on the effectiveness of building evacuation during a fire and the overall effectiveness of lockdown procedures.

Sudden Cardiac Arrest: Annual training provided to staff shall include how to recognize sudden cardiac arrest or similar life threatening health emergencies and the specific procedures outlined in the cardiac-emergency response plan, in alignment with state law and nationally recognized evidence-based practices such as those recommended by the American Heart Association.

Special Provisions

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

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

Communication

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

Staff Development Training:

All general staff shall receive training on District-wide procedures as well as specific procedures contained within their respective Building-Level Emergency Response Plan. Beginning in the 2025–2026 school year, this training shall also include components of Sudden Cardiac Arrest, including how to recognize the signs of Sudden Cardiac Arrest, initiate appropriate emergency response actions, and understand the location of automated external defibrillators (AEDs), consistent with Education Law §2801-a(2), as amended by Chapter 189 of the Laws of 2025. This training shall occur prior to September 15 of each school year or within 30 days of joining the District and may be conducted during a staff development day in August, online, or through a combination of both.[48]

[48]155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

**Please note, the terminology in this paragraph has been pulled directly from the law language, and therefore the terminology remains shelter, hold, evacuate, secure lockout, and lockdown.

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 lockout, and lockdown. The required training shall also include the procedures for conducting drills, including whether classrooms will be released from lockdown by law enforcement or school or district administrators during drills, and the district and building policies, procedures, and programs related to safety including those which include components on violence prevention and mental health.[49]

Additional training includes 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 or monitors 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 via entry into the electronic visitor management system utilized at each school in the District and wear visitor identification.

5. Visitor access is limited to specific areas of the school building.

Vital Educational Information[50]

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

[49] 155.17(2)(xiii) https://www.regents.nysed.gov/sites/regents/files/424p12d2.pdf

[50] 155.17(2)(ix) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

Early Detection of Potentially Dangerous Behavior [51]

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

1. A "plain language" summary of the District's Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.

2. A "plain language" summary of the District's Code of Conduct is mailed or emailed to all parents/guardians of students in the District at the start of each school year, and is disseminated at the time of registration thereafter.

3. All new employees will be provided with a copy of the Code of Conduct at the time of hire. All teachers and other staff members will be provided with a copy of the Code of Conduct annually.

4. Efforts are made on the building level in each of the District's schools to identify, prevent, and resolve potentially dangerous behavior at the earliest possible stage. Teams meet regularly in each building in order to work with classroom staff in identifying and preventing potentially dangerous behavior. School counselors, school psychologists, school social workers, nurses, outside agencies (when appropriate), administrators, teachers, 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.

[51] 155.17(h)(i) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, persons in parental relations to students of the school district or board, students and other persons deemed appropriate to receive such information;

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

Police Agencies

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

Agency	Phone Number
Village of Pelham Police Department	(914) 738-2000
Village of Pelham Manor Police Department	(914) 738-1000
Westchester County Police	(914) 741-4400
New York State Police	(914) 769-2600

Hazard Identification

Identification of Potentially Dangerous or Hazardous Sites:

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

1. These sites are to include electrical, gas, heating, ventilation, water supply and sewage systems locations and shut-off valves. Local fire department personnel have and will continue to participate in these efforts.

2. These sites of potential emergencies will be listed in each Building-level Emergency Response Plan supplied to police, fire, emergency management services, and District personnel.

3. Potentially dangerous sites indicated below that are contained within school property and under the jurisdiction of the school district, will be checked regularly and inspected by building safety personnel on a regular schedule, at least annually. They include but are not limited to:

    - Electrical panels/shut-offs
    - Gas lines/shut-off
    - Gas appliances
    - Heating plant
    - Sewage system
    - Structural failure
    - HVAC
    - Water supply/shut-off
    - Chemical storage and cleaning supplies
    - Paper supply storage

- Industrial arts room
- Science rooms and labs
- Isolated areas near the school
- Nearby aqueduct, streams, ponds, rivers (flooding)
- Steep areas near school
- Unprotected exterior gas/electric, air conditioning supplies or equipment
- Playground equipment

School Safety Personnel Allocations, Hiring, Duties, and Training[52]

Security Allocations

A. At the elementary 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 via entry into the electronic visitor management system utilized at each school in the District and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced identification badges which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.

B. At the middle and high school level, there are multiple points of entry for visitors, which are staffed during normal school hours by one of several school monitors/security personnel assigned to the high school/middle school. Visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced identification badges, which must be worn at all times. In addition, 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

- primarily responsible for enforcement of the visitor protocols
- buildings are staffed during regular school hours as well as for special events in the evenings and on weekends
- detection of hazards
- deter and report unlawful activity
- arranges escorts for parents and students when needed
- members of Building-level Emergency Response Planning Teams
- monitor security cameras to prevent and detect unlawful activity and safety hazards

[52] 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;

Secondary School Monitors

- staffed at middle school and high school during regular school hours as well as for special events in the evenings and on weekends
- enforce visitor policy as well as 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
- assist greeters as needed

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
- Visitor screening training
- Bullying prevention training (DASA)
- Emergency response in schools training

Section III Response

Notification and Activation - Internal and External Communications

Internal

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

External

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

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

When an emergency requires notification of parents and students, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: https://www.pelhamschools.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.[53]

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

[53] 155.17(c)(1)(xviii) in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster;

Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations[54]

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

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

Responses to Implied or Direct Threats of Violence[55]

1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.

2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, or other school personnel including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.

3. The district disseminates educational material, including but not limited to emails and formal brochures, encouraging parents and visitors to tell school staff about any direct or implied 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.

[54] 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
[55] 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;

4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.

5. Each building has the availability of a Threat Assessment Team. This is a multi-disciplinary team that uses a nationally recognized evidence-based model to evaluate threats and implement the necessary mitigation steps to help prevent a threat from escalation to an act of violence.

6. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.

Responses to Acts of Violence[56]

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

2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.

3. The Building-level Emergency Response Planning Team consisting of trained staff and school personnel may assist with an Evacuation (Evacuate), Secure Lockout, Shelter-in-Place/Shelter, Hold-in-Place/Hold, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.

4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors (including all 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

[56] 155.17(c)(1)(ii) policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors and visitors to the school, including consideration of zero-tolerance policies for school violence;

building-level emergency plan. The use of the District's mass communication system is typically utilized.[57]

6. Aggressively dangerous and violent students, staff or visitors 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 via 911 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. [58]

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

Protocols For a State Disaster Emergency Involving a Communicable Disease

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

Background

In September 2020, Governor Cuomo signed legislation that requires all New York State public employers to adopt a plan for operations in the event of a declared state disaster emergency involving a communicable disease. The new legislation will constitute New York State Labor Law Section 27-c, and 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.

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.

[57] 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
[58] 155.17(c)(1)(iv) policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;

Essential Position	Description	
Information Technology	Director of Technology Department of Technology Staff Data Analyst	This group is needed to maintain the internet capability including remote learning and working from home.
Custodial and Maintenance	Director Head Custodians Lead Custodian Custodians Maintenance Mechanics Grounds Maintenance Staff	This group is needed to maintain the cleanliness and continued functioning of the building & grounds.
Administration	Superintendent & Asst. Superintendents	Required to ensure continuity of the response efforts.
Districtwide Administrator, Building Administration, Clerical Support and District Clerical Support and Public Information Officer	Districtwide Administrators, Building Administrators & Clerical Support (Building & Administrative), Lunch Monitors	Required to ensure continuity of the response efforts.
Faculty and Staff	Teacher, Teaching Assistants, Related Service Provider	Should it become necessary to meet a student's needs under IDEA and/or Section 504 regulation (FAPE), teachers/related service providers may be deemed essential on an as needed basis.
Security	Security Coordinator, Security Monitors, Security Monitor Greeters	To ensure the safety/security of the campuses.
Transportation	Transportation Coordinator	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	School District Nurses	To assist with testing requirements, reporting and contract tracing.
Business Operations	Accounting, Payroll, Accounts Payroll, Purchasing	Where necessary to ensure the continued operation of the District.

2. In the event of a state ordered reduction of the District's in-person workforce the District will provide the opportunity for all non-essential employees the capability to telecommute including, but not limited to, facilitating or requesting the procurement, distribution, downloading and installation of any needed devices or technology, including software, data, office laptops or phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace. Pelham UFSD Staff will be guided on this as per the Building Level Emergency Plans.

3. To the extent possible the District will stagger work shifts of essential employees in order to reduce overcrowding on public transportation systems and at worksites. Staff and students typically walk or drive via personal vehicle to campus. In an effort to reduce overcrowding on public transportation:

    - Class schedules, if scheduled to be on site, may use schedules such as split "in person/virtual" daily cohort and/or morning and afternoon cohort depending on whichever scenario best serves the District.
    - Staff will arrive on campus prior to students at staggered times/work shift or/and staggered assigned days of work
    - If no students are in school staff will continue to have their work shift or assigned days of work staggered.
    - Most employees will be permitted to work remotely.
    - Visitors will not be permitted on campus.

4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:

    - Facilities will maintain inventory of PPE as recommended by the NYS Education Department guidelines, and continually restock the same as needed.
    - Storage of personal protective equipment will be on campus and comply with the manufacturer's storage recommendations for each item.
    - The equipment will be stored and readily available to any person in need of it

5. In the event an employee is exposed to a known case of a communicable disease that is the subject of a state disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, and in order to prevent the spread or contraction

of such disease in the workplace the District has a set protocol to be followed for the exposure as well as the disinfecting of the affected work area(s). The District's Building Level Emergency Plan contains an Infectious Disease section which details:

- The disinfecting of any area known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment such employee may have touched
- Available leave options, for the affected employee(s), in the event of an employee's need to receive testing, treatment, isolation, or quarantine

Note: Such protocol does not involve any action that would violate any existing federal, state, or local law, including sick leave or health information privacy.

6. All essential employees will have their hours and work locations documented, including off-site visits, by:

   - All entrances will be secured with security (monitor) staff posted.
   - All employees will use their access cards for entrance which documents their arrival on premises.
   - Payroll, attendance, and time cards/sheets will further document an employee's presence on campus.
   - In the visitor log book.
   - No other visitors will be allowed on site.

   Such protocol shall be designed only to aid in tracking of the disease and to identify the population of exposed employees in order to facilitate the provision of any benefits which may be available to certain employees on that basis.

7. If emergency housing is needed to further contain the spread of the communicable disease, the Pelham UFSD will lodge an essential employee at a local hotel bearing the full cost of the stay.

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

8. **OTHER:** Any other requirements determined by the Department of Health such as contract tracing or testing, physical distancing, hygiene, and disinfectant, or mask-wearing.

Identification of District Resources Which May Be Available for Use During an Emergency[59]

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
- Dump truck
- Pick-up trucks
- Sport utility vehicle
- Van
- Tractor
- Snow removal equipment
- Electric and cordless tools
- Medical supply bags / emergency medication kits
- Portable medical equipment / AED
- Telephones
- Fax machines
- Portable radio communications system
- Intercom systems
- Megaphones
- Flashlights
- Photocopier
- Computers
- Student rosters
- List of individuals with special needs and specific evacuation plans
- Telephone numbers for parents/guardians Information about emergency needs (e.g. students/staff that require medications, vehicular transportation issues, etc.)
- School and staff census information

Coordination and School District Resources and Manpower During Emergencies[60]

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

[59] 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;

[60] 155.17(c)(1)(viii) except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;

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

Participating in Unified Command under ICS Principles

Assignment of Responsibilities

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

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

2. All District Emergency Response Team members shall complete incident command training level one and level two.

ICS Positions

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

- **Incident Commander** – Responsible for the direction of the building response in a building-level emergency (Building Administrator/designee).

- **Public Information Officer** – Compiles and releases information to the news media.

- **Safety Officer** – Monitors the response to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.

- **Liaison** – Represents the District by working with responding agencies (law enforcement, fire department, EMS, utilities, etc.) and other school districts that may be involved in the incident.

- **Incident Log** – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.

- **Operations** – responsible for directing the implementation of action plans and strategies for incident resolution.

- **Logistics** – Responsible for providing all resources (personnel, equipment, facilities and services) required for incident resolution.

- **Planning/Intelligence** – Responsible for collecting, evaluating, and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.

- **Administration/Finance** – Responsible for all cost and financial matters related to the incident.

Emergency Remote Instruction

Overview

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

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

Definitions

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

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

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

   1. Remote instruction will encompass synchronous instruction provided through digital video- based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.
   2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.

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

Formats and Methods of Remote Instruction

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

Emergency Response Plan will contain this confidential information in the Continuity of Instruction Plan (COIP) section.

Instructional Options

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

Computer and Connectivity Access for Students

The District will ensure that students have the necessary equipment at home to participate in remote instruction.[61] 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.[62] The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in each school's Building-level Emergency Response Plan.

Minimum Instructional Hours

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

Remote Instruction Support

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

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

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

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[61] 155.17(xxi)(a) ensure computing devices will be made available to students

[62] 155.17(f)(2) Beginning in the 2022-2023 school year, each chief executive officer shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity

Privacy and Security of Student and Teacher Data

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

Section IV Communication with Others

Obtaining assistance during emergencies from emergency service organizations and local government agencies[63]

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 Law[64]

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. Pelham Police Department
    2. Pelham Manor Police Department
    3. Pelham Fire Department
    4. Pelham Manor Fire Department
    5. New York State Police
    6. Westchester County OEM
    7. Westchester County Police Department
    8. Town of Pelham: EMS
    9. American Red Cross

[63] 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;
[64] 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 Dismissal[65]

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, the parent or guardian shall be contacted as soon as practicable.[66] 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.

[65] 155.17(c)(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal or emergency school closure;

[66] 155.17(c)(1)(x) policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;

Section V Recovery

Continuity of Operations

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

Continuity of Instruction

The district offers a suite of online instructional tools that can be used to support remote instruction and communication. The district currently uses the Google Workspace for Education suite for all communications and collaborative instructional needs supported by other third party programs that supplement the core curriculum.

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

Pelham Union Free School District Central Administrative Office

629 5th Avenue
Pelham, NY 10803
Phone: 914-738-3434

Pelham Union Free School District Business Office

314 Pelhamdale Avenue
Pelham, NY 10803
Phone: 914-738-9140

Pelham Memorial High School

575 Colonial Avenue
Pelham, NY 10803
Phone: 914-738-8110

Pelham Middle School

28 Franklin Place
Pelham, NY 10803
Phone: 914-738-8190

Colonial Elementary School

315 Highbrook Avenue
Pelham, NY 10803
Phone: 914-738-2680

Hutchinson Elementary School

48 5th Street
Pelham, NY 10803
Phone: 914-738-3640

Prospect Hill Elementary School

1000 Washington Avenue
Pelham Manor, NY 10803
Phone: 914-738-6690

Siwanoy Elementary School

489 Siwanoy Place
Pelham Manor, NY 10803
Phone: 914-738-7650

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.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this 1st day of July 2025, by and between Allied Universal Security Services, having offices at Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428 (hereinafter "Contractor") and the Pelham Union Free School District, having offices at 575 Colonial Avenue, Pelham, New York 10803 (hereinafter "School District").

WITNESSETH:

1. Services. The School District hereby engages Contractor to perform the following services:

Provide supplemental school security guards in accordance with the specifications detailed under Scope of Services in the July 24, 2024 "Request for Proposal-Security Officer Services"

Contractor represents that it has the requisite knowledge and skills to provide all such services and, if required, has the requisite license and/or certification to provide such services and will maintain such license, certification and qualification throughout the term of this Agreement. Contractor recognizes that this Agreement does not grant Contractor the exclusive right to perform the above-described services for the School District and that the School District may enter into agreements with other contractors for the same or similar services.

2. Compensation. The School District shall pay Contractor as follows:

Security Officer	UNARMED
Regular Rate (Monday-Friday)	$33.30 per Hour
Regular Rate (Saturday-Sunday)	$33.30 per Hour
Overtime Rate (in excess of 8 hour shift)	$49.92 per Hour
Per Diem Rate for Additional Days	$33.30

a. Payment pursuant to this Agreement is dependent upon the satisfactory completion of the services by Contractor, faithful compliance with the Agreement by Contractor, acceptance of Contractor's services by the School District and the submission of an invoice(s) following completion of the services in whole or at agreed upon intervals to the School District.

b. 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.

c. The School District has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by Contractor under this Agreement. Contractor waives any claims to lost or anticipated profits based on the School District's failure to utilize Contractor's services to the full amount authorized to be expended under the Agreement.

3. Duration. This Agreement shall be in full force and effect commencing on July 1, 2025 and terminating on June 30, 2026, regardless of when it is actually signed , unless terminated sooner in accordance with the provisions of this Agreement. This Agreement is renewable for a period of up to three additional school years by mutual agreement.

4. Independent Contractor Status. Contractor shall not be considered as having employee status and enters into this Agreement and will remain throughout the term hereof an independent contractor of the School District. Contractor and Contractor's officers, employees and/or agents, if any, 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. Contractor shall not hold itself out as anything other than an independent contractor 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 Contractor's services to any State retirement system for purposes of pension credit.

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

6. Invoices. Contractor will submit an invoice for services rendered upon completion of all services. 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. The School District shall give Contractor notice of any invoice dispute within thirty (30) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the School District' 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.

7. 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.

8. Confidential Information. Contractor understands that in performing this Agreement it may have access to or acquire confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to or acquire confidential information, potentially including but not limited to student directory information; student records; personnel information and records; confidential business information; trade secrets; information regarding sensitive, confidential or internal School District matters and other protected information or data. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement, except information available to Contractor from third parties on an unrestricted basis. Contractor agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for their own benefit or for the benefit of another, either during or after the performance of this Agreement, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by the Principal Contact Person of the School District. Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. Contractor agrees that if it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, it shall notify the School District prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement. Upon termination or expiration of this Agreement, unless otherwise directed by the School District, Contractor shall deliver all records, data, information, and other computer media or documents produced for or acquired from the School District during the performance of this Agreement and all copies thereof to the School District and shall assist the

School District in exporting any digital information produced for or acquired from the School District that Contractor possesses or maintains in digital format. Such material shall remain the property of the School District and no copies of the School District's confidential information shall remain in the possession of Contractor.

9. 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. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

b. This Agreement may be terminated for cause by the School District in the event of a breach of this Agreement by Contractor, 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 on a pro rata basis and may deduct from such sums owed any costs incurred by the School District as a result of Contractor's breach.

10. Insurance. Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the following types of insurance in the following amounts:

Commercial General Liability Insurance
$1,000,000 per occurrence/$2,000,000 aggregate.

Excess Liability:
$5,000,000

Workers' Compensation and N.Y.S Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/

All such insurance shall be underwritten by an insurer authorized and/or licensed to issue the applicable types of insurance in New York State and rated by A.M. Best as "Secure" and shall reflect that the School District, its Board of Education, employees, officers and agents are additional insureds thereunder and that the School District shall receive no less than 15 days written notice in the event of the termination thereof. Contractor shall provide the School District with Certificates of Insurance reflecting the information required in this paragraph and evidencing that the School District, its Board of Education, employees, officers and agents have been named as additional insureds. At the School District's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

The School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rest solely with the School District. A completed copy of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the specific services provided by the Contractor (e.g., occupational therapy, psychological services) that are covered by the liability policies.

Contractor agrees to indemnify the School District for any applicable deductibles and self-insured retentions.

Contractor acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract. The Contractor is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. 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.

11. Compliance with Law/Fingerprinting. 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 Law (which concerns privacy and security of student, teacher and principal data).

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; those required by the New York State Department of Education, the Board of Education and/or the School District.

b. In addition, Contractor shall comply with any of the School District's written safety policies, codes or regulations that are generally applicable to visitors and contractors entering School District grounds.

c. Contractor shall adhere to all requirements, protocols, policies and regulations of the School District or the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.

d. Contractor also 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.

e. 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. Appropriate written proof of such clearance shall be provided to the School District prior to such individuals providing services to the School District. 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.

12. Indemnification. 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 relate, in any manner, to 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. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the School District, its employees, officers, agents and/or Board of Education may be named as a party, notwithstanding that Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

13. Non-Discrimination Requirements. 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, age or disability.

14. Sexual Harassment. Federal and state laws and the policies of the School District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for School District employees or students. Contractor shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of School District employees or students. In the event the School District, in its reasonable judgment, determines that Contractor, its officers, directors, employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the School District, Contractor shall cause such person to be removed from servicing the School District and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 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. The Parties irrevocably agree that any action or proceeding brought to enforce any rights, duties or obligations under this Agreement shall be brought in the Supreme Court of the State of New York in Westchester County, or in the United States District Court for the Southern District of New York in Westchester County. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York in Westchester County, or in the United States District Court for the Southern District of New York in Westchester County.

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.

23. 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.

CONTRACTOR

Signature

Stephen Sacchetti
Print Name

Regional Vice President of Operations
Print title

EIN: 33-0973846

9/5/2025
Date

PELHAM UNION FREE SCHOOL DISTRICT

Signature

James F. Hricay
Assistant Superintendent for Business

9/5/25
Date

Appendix 4 – District Resources – Contact Information

TITLE	NAME	OFFICE PHONE / EMAIL
Superintendent of Schools	Dr. Cheryl Champ	914-738-3434 Ext.1158 cchamp@pelhamschools.org
Asst. Superintendent, Business	James Hricay	914-738-9140 Ext.1142 jhricay@pelhamschools.org
Exec Director for Human Resources & Leadership	Dr. Trisha Fitzgerald	914-738-3434 Ext.1153 tfitzgerald@pelhamschools.org
Asst. Superintendent, Pupil Personnel Services	Traci Holtz	914-738-3434 Ext.1156 tholtz@pelhamschools.org
Asst. Superintendent, Teaching & Learning	Claire Comerford	914-738-3434x1257 ccomerford@pelhamschool.org
Director of Guidance	Eugene Farrell	914-738-8110 Ext.1104 efarrell@pelhamschools.org
Director of Payroll and Benefits	Robert Castagna	914-738-9140 Ext.1146 rcastagna@pelhamschools.org
Director of Transportation	Allison Halloran	914-738-2384 Ext.1141 ahalloran@pelhamschools.org
District Clerk / Secretary to the Superintendent	Valerie Miller	914-738-3434 Ext.1155 vmiller@pelhamschools.org
Treasurer	Jacqueline Vigil	914-738-9140 Ext. 1143 jvigil@pelhamschools.org
Public Information Officer	Alex Wolff	914-738-3434 Ext.1131 awolff@pelhamschools.org
Director of Facilities	John Condon	914-738-9140 Ext.1329 jcondon@pelhamschools.org
Director of Information Technology	John Sebalos	914-738-3434 Ext.1194 jsebalos@pelhamschools.org
Athletic Director	TBD	914-738-9140 Ext.1105 @pelhamschools.org
Cafeteria Services	Wanda LaSanta	914-738-4727 Ext.1184 wlasanta@pelhamschools.org
Pelham Village Administrator	Christopher Scelza	914-738-2015 chris.scelza@pelhamgov.com
Pelham Manor Village Manager	Lindsey Luft	914-738-8820 villagemanager@pelhammanor.org
Safety and Security Coordinator	Tom Drake	914-738-8110, x1754 tdrake@pelhamschools.org
Security Director	Joe Johnston	914-738-8110, x1286 johnston@pelhamschools.org
Pelham Police Department	Chief Danny Green	914-738-2000 danny.green@pelhamgov.com
Pelham Fire Department	Chief Robert Benkwitt	914-738-2601

		robert.benkwitt@pelhamgov.com
Pelham Manor Police Department	Chief Gregory Sancho	914-738-1000 policechief@pelhammanor.org
Pelham Manor Fire Department	Chief Michael Greco	914-738-8825 firechief@pelhammanor.org
Ambulance - Eastchester EMS	Dispatched by 911	Dispatched by 911
Westchester County		
County Executive	Kenneth W. Jenkins	914-995-2000 kjenkins@westchestercountyny.gov
Deputy County Executive	Joan McDonald	914-995-2990 jmcdonald@westchestercountyny.gov
Emergency Services Commissioner	Susan Spear	914-231-1686 sspear@westchestercountyny.gov
Public Safety Commissioner	Terrance Raynor	914-864-7900 txr1@westchestercountyny.gov
Health Dept. Commissioner	Dr. Sherlita Amler	914-864-7292 saa5@westchestercountyny.gov
Community Mental Health Commissioner	Michael Orth	914-995-5220 mmo6@westchestercountyny.gov
Public Works / Transportation Commissioner	Hugh Greechan, P.E.	914-995-2546 hjg7@westchestercountyny.gov
Social Services Commissioner	Leonard Townes	914-995-5501 ltt1@westchestercountyny.gov
Communications Director	Catherine Cioffi, J.D.	914-995-2932 ccioffi@westchestercountyny.gov
Chief Information Officer	Marguerite Beirne	914-995-8161 mcb1@westchestercountyny.gov
American Red Cross NY Region - Metro NY	203-869-8444 / 914-946-6500	

- **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.