Wallkill Central School District

District-Wide

School Safety Plan

2026-2027

I. Introduction

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

Purpose

The Wallkill District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Wallkill School District Board of Education, the Superintendent of Wallkill School District appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

Identification of School Teams

The Wallkill School District has appointed a District-wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, administrators, parent organizations, school safety personnel, bus drivers and monitors and other school personnel. The members of the team and their positions or affiliations are as follows:

Anthony White	- Superintendent/Chief Emergency Officer
Brian Devincenzi	- Assistant Superintendent for Support Services
Dave Bartolone	- Board of Education Member
Thomas Nafey	- Board of Education Member
Dustin Palen	- Board of Education Member
Gerry Marlatt	- Town of Shawangunk Police Chief
Oscar Lopez	- Town of Plattekill Police Chief
Ulster County Sheriff	- High School Student Resource Officer
Orange County Sheriff	- Leptondale Student Resource Officer
Mark Swain	- Wallkill Volunteer Rescue Squad
Ursula Petricek	- School Nurse Practitioner/School Medical Director
Stephen Rossi	- Building Maintenance Leader
Eric McCartney	- School Resource Officer
Scott Brown	- Principal of Leptondale Elementary School
Jennifer Gravelle	- HS Teacher Rep
Michelle Arteta	- HS Parent Rep
Stephen Cabarcas	- LES Teacher Rep (Intervention Specialist)
Nicole Stoner	- LES Parent Rep
Roberta Tejeda	- CSEA Union President
Karen Bayer	- OES Teacher Rep
Kathryn Hupczey	- OES Parent Rep
Stacey Wager	- JGBMS Teacher Rep
Tennille Gillespie	- JGBMS Parent Rep
Lori Williams	- PES Teacher Rep (Intervention Specialist)
Gabrielle Carubia	- PES Parent Rep
Robert Benson	- District Parent Rep
John Mensch	- Bus Contractor (Owner)

The Wallkill Central School District-wide School Safety Plan identifies the following sites of potential emergencies:

1. Wallkill High School
2. John G. Borden Middle School
3. Ostrander Elementary School
4. Plattekill Elementary School
5. Leptondale Elementary School

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

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Planning Team.

Upon the activation of the School Emergency Response Planning Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.

Efforts may be supplemented by county and state resources through existing protocols.

Each school shall have diagrams of building floor plans and site plans showing the following:

1. Inside/Outside Command Post and Alternates
2. Inside/Outside Student Assembly Areas
3. Inside/Outside Parent Areas
4. Inside/Outside Parent Release Areas
5. Outside Sanitation Areas
6. Outside Traffic Control Patterns
7. Press Area
8. Staging Area
9. Inside/Outside Student Assembly Areas
10. Alternate Shelter Site for Latecomers
11. Sanitized Area for Bomb Threats
12. First Aid Area
13. Inside/Outside Morgue Areas
14. Helicopter Landing Area
15. Transportation Annex

It is important to prepare a threat assessment strategy so that when a threat occurs, everyone will know there is a policy and understand what actions to take. Threats are alarming statements or behaviors that give rise to concern about subsequent violence. Among the possible components of threat assessment strategies are:

1. Identifying imminent warning signs for the potential of violent behavior (as found in Appendix A)
2. Establishing a response for mental health assessment for self-harm (as found in Appendix B)
3. Establishing a response to situations of potential violence in the schools (as found in Appendix C)

To identify threats, school officials are advised to:

- Focus on individuals' thinking and behavior as indicators of their progress on a pathway to violent actions. Avoid "profiling" or basing assumptions on socio-psychological characteristics. In reality, accurate "profiles" for those likely to commit acts of targeted violence do not exist. School shootings are infrequent and the great majority of individuals who happen to match a particular profile do not commit violent acts. In addition, many individuals who commit violent acts do not match pre-established profiles.

- Focus on individuals who pose a threat, not only on those who explicitly communicate a threat. Many individuals who make direct threats do not pose an actual risk, while many people who ultimately commit acts of targeted violence never communicate threats to their targets. Prior to making an attack, potential aggressors may provide evidence they have engaged in thinking, planning, and logistical preparations. They may communicate their intentions to family, friends, or colleagues, or write about their plans in a diary or journal. They may have engaged in "attack-related" behaviors: deciding on a victim or set of victims, determining a time and approach to attack, and/or selecting a means of attack. They may have collected information about their intended target(s) and the setting of the attack, as well as information about similar attacks that have previously occurred.

Once individuals who may pose a threat have been identified, ten key questions should guide the assessment of the threat:

- What motivated the individual to make the statement or take the action that caused him/her to come to attention?

- What has the individual communicated to anyone concerning his/her intentions?

- Has the individual shown an interest in targeted violence, perpetrators of targeted violence, weapons, extremist groups, murder or suicide?

- Has the individual engaged in attack-related behavior, including any menacing, harassing, and/or stalking-type behavior?

- Does the individual have a history of mental illness involving command hallucinations, delusional ideas, feelings of persecution, etc., with indications that the individual has acted-on those beliefs?
- How organized is the individual? Is he/she capable of developing and carrying out a plan?
- Has the individual experienced a recent loss and/or loss of status, and has this led to feelings of desperation and despair?
- Corroboration: What is the individual saying, and is it consistent with his/her actions?
- Is there concern among those that know the individual that he/she might take action based on inappropriate ideas?
- What factors in the individual's life and/or environment might increase/decrease the likelihood of the individual attempting to attack a target?

II. **Prevention/Intervention Strategies**

1. Building level safety teams are to conduct a security assessment survey (in conjunction with fire and law enforcement personnel) to include items such as the school's physical plant and emergency procedures.
2. Requiring visitors to sign in and sign out and wear visitors' passes. The District utilizes a visitor management system.
3. Installation of security vestibules at all school building limiting access to the school buildings
4. Utilization of greeters in all buildings (equipped with a radio) to serve as an initial point of contact with visitors to the buildings.
5. Establishment of a closed campus policy during lunch.
6. Encouraging and establishing cooperative relationships with adjacent property owners of the school buildings to help monitor schools during off hours.
7. Hiring trained security officers at the High School and Middle School to assist in supervising and intervention in student behaviors.
8. Hiring intervention specialists who will be trained in conflict resolution, crisis intervention and restraint training.
9. Employment of outside security personnel for certain school functions.
10. Use of internal building radios for intra-school communication.
11. Formulation of anti-bullying procedures and programs within the schools. Teaching avoidance techniques and coping skills. Define what constitutes bullying activity (including physical, verbal, and psychological aspects of bullying) and communicate that definition to staff and students. Promote intervention as well as support services for victims.
12. Become aware of gang-related clothing, behavior, etc. through sharing of information with local law enforcement agencies.

13. Establish standards for how people should treat each other through in-school programs and classroom reinforcement.

14. Utilization of the New York State Police Safe Schools Programs (See Appendix D) for staff training.

15. Establish channels of communication between students and adults for students who feel alienated, isolated, or have low esteem. In addition, an anonymous reporting system is available.

16. Mold our schools around and incorporate into them the "Eleven Principles of Effective Character Education" (See Appendix E).

17. Use of video cameras in our school buildings.

18. Safety film installed in all buildings on first floor windows.

19. Elementary Intervention Programs:

    - Too Good for Drugs
    - Great Body Shop
    - DARE
    - Caught You Being Good
    - Fire prevention week
    - Positive Behavior Intervention Support (PBIS)

20. High School and Middle School Intervention Programs:
    - Positive Behavior Intervention Support (PBIS)

21. School Health Awareness Committee/Students Against Destructive Decisions

22. The District employs two (2) Licensed Clinical Social Workers who provide drug prevention, student and family outreach to both students in grades K-6 and 7-12, and intervention services to students in grades 7-12.

23. Restorative Circles at the High School

24. The elementary schools are staffed with Intervention Specialists and Social Workers at each building whose duties include but are not limited to conflict resolution and mentoring of students who are bullied or harassed.

25. The Middle School is staffed with a Dean of Students, and 2 Guidance Counselors whose job responsibilities include but are not limited to conflict resolution and mentoring of students who are bullied or harassed.

26. The District contracts to have SRO's at the middle and high school and SPO's at the elementary schools.

27. Provide informative materials regarding the early detection of potentially violent behaviors to staff, parents and students.

Training, Drills and Exercises

During the course of the school year buildings shall conduct site drills as well as participate in a county-wide drill in order to test building plans. These plans include procedures for contacting parents and guardians directly through a phone tree or via the media.

Training of supervisory personnel, security officers, SRO's (High School and Middle School) and SPO's (Elementary Schools) must play a prominent role in maintaining school safety. All New York State pre-employment coursework will be required of security officers and additional coursework for monitors and security officers shall be encouraged through District reimbursement of costs associated with this training. The hiring and screening for this position is performed by the Wallkill School District as per Civil Service and State Education Department requirements.

The five buildings in the Wallkill School District have Standing Building Safety Committees that shall review school security, resources, etc. and make recommendations to building-level and central administration for improvements each year.

Wallkill School District shall arrange to provide annual multi-hazard school training for staff and students. Training will include but not limited to table top drills, intruder drills, and other multi-hazard training for staff and students as deemed appropriate by the Board of Education and Superintendent.

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, or simulations or other tactics intended to mimic a school shooting or other act of violence or emergency. At the time that drills are conducted, students and staff shall be informed that the activities being conducted are a drill.

Parents will be notified that drills will be conducted throughout the year and tabletop drills may be conducted with staff.

The job responsibilities for the security officers at the Middle School (2) and High School (2) are as follows:

a) Monitor hallways and cafeteria (during lunch).
b) Routine checks of all exterior doors to ensure they are secure.
c) Assists in the classroom when crisis situations require aid and to be on-call for potential crisis situations.
d) Assists in conflict resolution sessions.
e) Routine checks of the exterior of the buildings.
f) Truant Officer

Vital Educational Agency Information

The Wallkill Central School District's shall have located in the Superintendents' and Assistant Superintendent for Support Services' Office information on school population, number of staff, transportation needs, and the business and home telephone numbers of key school officials.

Hazard Identification

Each school in the District shall identify in their building safety plans potential internal or external hazards and potential emergency sites. These hazards and sites must be clearly indicated on the buildings site plan and building map.

III. Response

Notification and Activation (Internal and External Communications)

The following forms of communication are used by the Wallkill Central School District for informing all educational agencies within the District of a disaster or an act of violence:

1. Regular Telephone
2. FAX/E Mail
3. Cellular Phones
4. District Radio System
5. NOAA Weather Radio
6. Local Media/Radio/TV
7. School Messenger
8. Parent Square

Situational Responses

Definitions:

Incident – An event that disrupts everyday functioning, but does not pose an immediate danger to life or property.

Emergency - A dangerous event that disrupts everyday functioning but does not result in a request for assistance from state and/or federal government.

Disaster - A dangerous event that causes significant human and or economic loss and demands a crisis response beyond the scope of any single agency or service.

Multi-Hazard Response

1. See Appendix F for types of incidents that must be reported to local law enforcement agencies.

2. See Appendix G for procedures for preservation of a crime scene.

3. Each school building shall be equipped with identified first aid and emergency resources which will be available for use during an emergency. In addition, a listing of emergency services, personnel and agencies (with telephone numbers) shall be listed in each school plan. Each school shall also have an Incident Command System chart designating individuals for each category of responsibility, as well as a list of staff trained in First Aid and CPR.

4. Administrators have been instructed on the critical aspects of the Incident Command System. Identified staff will receive training on an on-going basis for their assigned role in this system.

Responses to Acts of Violence: Implied or Direct Threats

See Appendix H, Appendix I and Appendix J

Procedures for Obtaining Advice and Assistance from Local Government Officials

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

Arrangements For Obtaining Emergency Assistance From Local Government

- When appropriate, The Wallkill Central School District will make use of the following local government agencies during emergencies:

Central Hudson (Gas Odors)	800-942-8274
Ulster County Congressional Offices	845-340-3900
Department of Environmental Conservation	845-256-3000
Ulster County Family Court	845-481-9430
Poison Control Center	800-222-1222
Ulster County District Attorney	845-340-3315
Ulster County Emergency Management	845-331-7000
Ulster County Health Department	845-340-3150
Ulster County Highway/Bridge Department	845-340-3500
Ulster County Mental Health Services	845-340-4110
Ulster County Safety Office	845-340-3410
Orange County FBI	845-220-4200
Orange & Rockland Utilities	877-434-4100
Orange County Risk Management	845-615-3600
Orange County Family Court	845-476-3520
Orange County American Red Cross	845-673-5693
Orange County District Attorney	845-291-2050
Ulster County Dispatch (Fire Control)	845-338-1440
Orange County Emergency Management	845-615-0400
Orange County Health Department	845-360-6600
Orange County Public Works	845-291-2750
Orange County Mental Health Services	845-291-2600
Orange County Division of Fire Services	845-374-1900

AGENCY	CONTACT	PHONE
Town Police-Newburgh	Chief Bruce Campbell	Confidential
Town Police-Plattekill	Chief Oscar Lopez	Confidential
Town Police-Shawangunk	Chief Gerry Marlatt	Confidential
State Police	Sergeant Lovegren	Confidential
Town of Newburgh Supervisor	Gil Piaquadio	Confidential
Town of Plattekill Supervisor	Michael Lembo	Confidential
Town of Shawangunk Supervisor	Ken Ronk, Jr.	Confidential
Fire Dept. - Newburgh *(Cronomer Valley)*	Chief Frankie Patterson, Jr.	Confidential
Fire Department – Plattekill	Chief Douglas Foster	Confidential
Fire Department – Modena	Chief Andrew Croce	Confidential
Fire Department – Wallkill	Chief Gary Specht	Confidential
Ulster BOCES – District Supt	Dr. Jonah Schenker	Confidential
St. Luke's Cornwall Hospital	Information Desk	Confidential

District Resources Available For Use In An Emergency

1. Orange County Transit: 37 Buses, 22 Vans, 4 Mini-Vans

2. District Owned Vehicles:

    2011 Chevy Silverado Pickup
    2012 Chevy Express Van
    2012 Chevy Express Van
    2015 Ford D250XL
    2016 Ford Transit
    2017 Chevy Express Van
    2018 Dodge Ram
    2018 Chevy Van
    2020 Ford Transit Van
    2024 Dodge Ram
    2025 Dodge Ram Van

3. Generators – 5

4. Defibrillators: According to New York State Law all schools must have a defibrillator and trained personnel. The location of the defibrillators is listed in each building's Emergency Preparedness Book.

Protective Action Options

(a) **School Cancellation or Delay**

The cancellation or delay of the Wallkill Central School District educational programs shall take place pursuant to the established procedures. The Superintendent of Schools shall consult with the bus contractor, highway departments or other pertinent agencies in making this decision.

(b) **Early Dismissal**

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. an impending blizzard). The decision to dismiss school early shall be made by the Superintendent or his/her designee. The bus contractor and building administrators are notified of the decision as well as local media and elementary parents via school messenger.

(c) **Emergency Evacuation**

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

(d) **Sheltering**

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

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

IV. **Recovery**

A. After the Crisis:

1. Superintendent/Designee assess the degree of support needed.
2. Notify BOCES in order to activate County Crisis Plan (if necessary).
3. Designate a person to handle crowd control. (Incident Commander)
4. Gather staff together before dismissal for the day in order to provide an update. (Information Officer). Plan for deployment of support staff for the next day.
5. Assign a district spokesperson to deal with the media. (Information Officer)
6. Assess the needs of community, e.g., community meetings to disseminate information, contacting PTO's to provide food and babysitting services for affected families.
7. Provide an early morning debriefing meeting for the next day for all the support service providers and appropriate internal staff. (Through Ulster County BOCES)
8. Assign counselors to buildings. (Asst. Supt. for Special Education and Intervention Services)
9. Assign staff members to visit hospitals, e.g., nurses. (Asst. Supt. for Special Education and Intervention Services)
10. Provide a press release (if appropriate). (Information Officer)
11. Monitor needs as the day progresses and modify accordingly, e.g., if a student is critical and should die during the school day. (Asst. Supt. for Special Education and Intervention Services)
12. Determine need to designate individuals to attend funerals. (Asst. Supt. for Special Education and Intervention Services)
13. Continually apprise key people of the status of the situation as it changes. (Information Officer)
14. Hold an end of day session with counselors and staff to assess needs for the next day. (Incident Commander)
15. Repeat this process of holding meetings in the morning and at the end of the day. Hold meetings until it is determined that the crisis stage is over. Anticipate long-term effects on children, staff and community. The initial crises may give you an inaccurate read of the needs of your district since people are in shock. (Asst. Supt. for Special Education and Intervention Services)

B. District Office, under the direction of the Superintendent, shall facilitate the coordination of disaster Mental Health Resources by interfacing with the State Emergency Management Office, the New York State Office of Mental Health, and the American Red Cross.

The Wallkill Central School District is committed to preserving a safe, secure, healthy environment for our students and employees. Through a joint collaborative effort, the District shall also be prepared in case that environment is ever compromised.

Situational Responses

Multi-Hazard Response Protocols

- Wallkill Central School District has developed multi-hazard response plans for the following emergency situations:

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

PANDEMIC RESPONSE PLAN

a. Designation of Essential Staff Functions in the Event of a Public Health Emergency

Position / Title	Brief Description	Specific purpose for which certain functions are considered essential
Buildings & Grounds	Maintenance Staff and Grounds Staff	Needed to maintain the physical facilities (grounds, heat, HVAC, sewer, plumbing, etc.) Grounds staff can also be utilized in the buildings for cleaning if needed
Buildings & Grounds	Custodial staff	Needed to maintain the cleanliness and sanitization of the building at all times
Buildings & Grounds	Mail Clerk	Critical to the day-to-day delivery of mail and packages resulting in the dissemination of information to the staff and community. Additionally, this individual is required to perform routine cleaning and sanitization of District buildings
Food Service	Cafeteria contracted workers	Needed for the delivery of meals in the event we are required to provide meals to students who request them
Clerk Typist / Senior Clerk Typist	Clerical support staff	Needed for the support of teaching and administrative, answering parent phone calls, processing purchase orders and other clerical responsibilities
Business Office	Account Clerks, Treasurer and general office staff	As needed for the processing of Accounts Payable, Accounts Receivable, Payroll, Tax Collection, Registration of Students, Routing of students on buses and general office work that requires interaction with the public via the phone or potentially in-person
Administrators	Building and Central Office Administrators	Critical to the day-to-day operations of the District, including support for remote instruction.
Information Technology Department	IT support	Support technology needs for the daily instruction of students and staff, including support for remote instruction.
Nursing Staff	Nurses	Support the medical needs of our students and staff as well as assist with the socio emotional needs of staff and students in event of a major crisis
Teachers, Counselors, Social Workers, and Other Student Support Professionals	Instructional Staff	These individuals are responsible to provide instruction and support to our students and staff.
Other Critical Non-Instructional Staff	Teaching Assistants and Teacher Aides	They assist with the management and supervision of students. Some may serve in an instructional capacity as needs arise (shortage of substitute teachers) or as part of their regular schedule (one on one aide for special needs students)

b. Any employees deemed to not be performing essential functions will be surveyed to determine what technology requirements they may need to complete work-related activities. Any employee not performing an essential function who requires a computer to complete their work-related activities will be supplied one as a loaner from the Technology Department. It will be the responsibility of the employee to maintain said device and return it to the District upon their return to work.

c. To the extent possible, the District will stagger work shifts of employees and food contractors performing essential functions. In order to plan and maintain the safest environment possible, employees will be required to sign up in advance in a manner designated by the District indicating the location and hours working in the building. All entrances will be locked and monitored. Employees will utilize their access cards for entrance which documents their arrival on premises. Visitors will not be allowed into District buildings.

d. The District has purchased both cloth and disposable masks to supply students and staff if needed. In addition, the District has purchased all other recommended PPE products for staff that may be required. The District will evaluate its inventory on a bi-weekly basis to determine if more PPE supplies are required to be ordered. The District will maintain sufficient protective equipment in a quantity sufficient to provide PPE to each employee performing essential functions during any given work shift. The District is part of a CoSer through Ulster BOCES for the purchase of PPE products as well as purchasing products from other vendors that have supplied us with PPE products and being part of a Cooperative purchase agreement that has PPE dedicated resources already approved for purchase. All PPE will be stored at a location that is easily accessible to distribute to all buildings should the need arise. The location is a temperature-controlled environment that allows for safe storage of all PPE products.

e.
- ***Protocol for student or staff who may exhibit symptoms of disease***
    - Staff member will contact the health office that they are sending a student to the health office
    - Sign to be placed on outside of health office door stating to please wait here before entering. If there are several students waiting to see the nurse, arrangements will be in place to have students wait at least 6 feet apart.
    - Students will be met outside the health office by a nurse before entering
        - If student needs general first aid (e.g., band-aid, ice pack, etc..) a screening does not need to occur
    - The nurse will do the following if student states they do not feel well:
        - Conduct a temperature check
        - Ask a brief series of questions to screen for the disease
        - Assess whether any chronic health conditions the student may have present the same symptoms as the disease but are neither contagious nor pose a public health threat
    - If the student clears the screening, then the student will enter the health office
    - ***If the student has symptoms of the disease that are unrelated to his/her chronic health condition the following will occur:***
        - The student will be given a mask (if they do not have one) and be brought to the designated isolation room
        - The nurse will contact the District-Wide nurse practitioner
        - The student will remain in the isolation room until they are released to a parent/guardian

        - The nurse/District-Wide nurse practitioner will begin asking a serious of questions to assist with potential contact tracing and follow-up questions
        - The student will be released to their parent/guardian and instructed not to return until they have been cleared by a medical professional
        - Please note the same protocol will be followed for a staff member who is exhibiting signs or symptoms of the disease
- ***Protocols for a student with a potential exposure to the disease or a confirmed case of the disease and return to in-person learning***
    - The District-Wide nurse practitioner will gather all pertinent information and contact the Assistant Superintendent for Support Services
    - The Assistant Superintendent for Support Services will brief all appropriate District staff
    - The Assistant Superintendent for Support Services and the District-Wide nurse practitioner will contact the County Health Department and share all pertinent information
        - The District will work with County Health Officials to determine the best course of action
            - Return to in person learning for the student who was exposed to the disease or has a confirmed case of the disease will involve a consultation between the District-Wide nurse practitioner and local health department officials
            - In general, individuals should be sent to their primary care physician for a health screening. If they are not diagnosed by their physician or test negative the student can return 24 hours after symptoms, including the fever subsiding. If they test positive or are otherwise diagnosed with the disease, the student will need to isolate for at least 10 days from the initial onset of symptoms and need to be symptom free for at least 3 days.
            - School will maintain a list of students whom the individual may have been in contact with (e.g. – classroom seating chart, bus seating if applicable, cafeteria, etc…) which will assist with contact tracing of the disease to identify those who may have been exposed
    - ***The same above procedures will be followed if there is a potential exposure to the disease or a confirmed case of the disease with staff***
- ***Protocols for Cleaning during a Pandemic (Please note these cleaning guidelines may not be applicable to all communicable disease outbreaks and will be adjusted according to guidelines provided to the District)***

Daily Cleaning Guidelines – During a Pandemic

The District will comply with CDC school reopening guidance for cleaning and disinfections. Students will not be present when disinfectants are in use and will not partake in cleaning and/or disinfection activities. The District will maintain logs that include the date, time and scope of cleaning and disinfection in a school or area.

1. Throughout the day the following must occur
    a. Day custodians all must have a spray bottle to utilize to do the following throughout the day:

i. All door handles cleaned
ii. Wipe down railings where applicable
iii. Wipe down tabletops where applicable
iv. Light switches cleaned
v. All exterior doors cleaned (both inside and outside)
vi. Cafeteria doors cleaned
vii. Cafeteria tables/desks to be cleaned after each service
viii. Gymnasium doors cleaned
ix. Clean high touch glass areas
x. Bathrooms cleaned each hour

b. Night Custodians
   i. All desktops, desk partitions, countertops and tables are to be cleaned daily with the following procedures:
      1. Use soap and water first
      2. Then use disinfectant solution
   ii. Light switches in each room/area (gymnasium, etc…) are cleaned
   iii. Phones and keyboards wiped down
   iv. All door handles are cleaned
   v. All faucets and sinks are cleaned
   vi. All uninvent tops cleaned daily
   vii. All bathrooms are cleaned
      1. Toilets
      2. Sinks
      3. Door handles in stalls
      4. Door handles entering and exiting the bathrooms
   viii. All exterior doors are cleaned
   ix. Clean high touch glass areas
   x. Nursing offices deep cleaned nightly
   xi. Offices desktops cleaned nightly

Cleaning Procedures for Areas that Need to be Disinfected

- Close off areas used by the individual who is suspected or confirmed to have the disease
- Open outside doors and windows to increase air circulation in the area
- If feasible, wait 24 hours before cleaning and disinfecting all affected areas
  - Follow cleaning guidance document (based on CDC guidelines) to clean and disinfect all areas of potential exposure
- Once affected area(s) have been cleaned and disinfected, the area(s) may be reopened for use

f. Employees and food contractors performing essential functions will have their hours and work locations, including off-site visits, documented for the purpose of contact tracing in a manner designated by the District. In the event someone is working remotely and contracts the communicable disease the District will be notified by the local Department of Health. Additionally, in consultation with the local health department contact tracing will commence to assist the Department of Health with tracking of the disease.

Grades K-12 Remote Learning Handbook

WALLKILL Central School District

TABLE OF CONTENTS

Remote Learning Preface.....38
Distribution of 1 to 1 Devices and Internet Connectivity Access……39
Student Support.....39
Communication and Expectations 39
Attendance/Extra Support Needed/Absent Teacher……..……..……40
Schedule and Essential Elements for Remote Emergency Days 41
Number of Instructional Hours Designated for Each Day Spent in Remote ……...41
Specials/AIS/ENL/Special Education……..42
Grading 42
Technology 43
Appendix A (Elementary Schedules).....44
Appendix B (Middle School Schedules)……...46
Appendix C (High School Schedules) ……..48
Appendix D (Faculty/Staff Procedures to Pivot to Remote Instruction) 50
Appendix E (Parent/Guardian Procedures to Pivot to Remote Instruction) 52
Appendix F (Sample Communication Letters) ……...53
Appendix G (Digital Resource Survey) ……..….57

REMOTE LEARNING PREFACE

Remote learning provides an opportunity for students and teachers to remain connected and engaged with the content while working from their homes. The key to success in remote learning is flexibility and consistency. Having a consistent daily meeting time, schoolwork calendar, and office hours allows students and parents to plan accordingly.

Remote Learning is designed to provide students with an engaging online learning experience that includes clear expectations and outcomes. The learning experience will include online and offline learning activities* that are aligned with the New York State Learning Standards. This may include instructional videos, live and recorded sessions, and/or online resources. Off-line resources may also be provided. The work in each content area can be found on District approved learning platforms such as: Schoology, SeeSaw and/or Microsoft Office 365. Classroom teachers will announce the platform they will be using and will be able to help if necessary.

Asynchronous: Students learn at different times

- Communication is not live
- Possibly more convenient and flexible
- Allows students to work at their own pace
- Recorded and Pre-recorded lessons may be reviewed multiple times as needed
- Schoology/Microsoft Office 365

Synchronous: Students learn at the same time.

- Communication happens in real time (live)
- Allows for instant feedback and clarification
- Zoom/Schoology/Teams Conference
- Students will follow their normal schedule. Students will sign on to the learning platform assigned to them by the classroom teacher. (See Appendix A, B and C for elementary, middle school and high school schedules)

Office Hours

- Designated times for teacher to be available to students and parents
- Possible uses could be 1:1 or small group support (4-5 students)
- Teacher collaboration/communication

Note: In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

DISTRIBUTION OF ONE-ON-ONE DEVICES AND INTERNET CONNECTIVITY ACCESS

At the beginning of each school year all students will be provided a 1 to 1 device. During the school year, students will be provided a loaner/replacement device, if needed. Additionally, at the beginning of each school year a letter will be sent home to families inquiring if they are in need of an internet connectivity device (e.g. Mi-Fi) along with the Digital Resource Survey to identify the families that may require an internet connectivity device. The district will provide an internet connectivity device to any family that has such a need (See appendix G for Sample Letter and Survey).

Although all of the students will be provided a 1 to 1 device as well as an internet connectivity device (if needed) any student for whom remote instruction by digital technology is not available or appropriate will be provided learning materials consistent with the materials provided to other students on that day. Each case will be addressed on an individual basis.

STUDENT SUPPORTS

School psychologists, school social workers, and guidance counselors will collaborate with classroom teachers to meet the social/emotional needs of all students and are available for parents to speak to if you have any questions or concerns.

COMMUNICATION AND EXPECTATIONS

Communication between the teacher, student and parent is critical for success. The teacher will establish office hours and other available times that they will set aside to meet virtually with students and parents. Zoom, Email, learning platforms, letters sent home and phone calls are all ways in which the teacher may communicate.

Assignments will be expected to be turned in on due dates and students will receive feedback from the teacher in a timely manner.

It is important that students understand their responsibility as learners who engage in their classrooms each day. In addition, they are responsible for the same regulations that are in the building Code of Conduct. This includes appropriate on-line behavior when working within the learning platform and during live classes.

Student Communication

- Students will communicate during scheduled times
- Students will use platforms predetermined by the teacher
- Students will show evidence of participation in completing assignments and attending live sessions

Student Responsibilities

- It is expected that students and parents will not record remote learning sessions or content in any way, including, but not limited to, taking videos, photos or screenshots. Remote learning sessions and content will not be shared on any social media platform or other similar means.
- Create a space and dedicated time for learning
- Wear attire acceptable for school (during online conferences)
- Follow class schedule and be punctual to be their productive best
- Seek help when needed (by teachers, principal, etc...)
- Log into the classrooms daily – (If emergency days are extended for a duration)
- Demonstrate learning with completion of assignments by established deadlines
- Engage in class conversations and focus on instructional videos, etc.
- Watch all instructional videos before completing assignments
- Communicate with their teacher – look back at assignments the teacher has reviewed and commented on
- Follow the Code of Conduct and demonstrate acceptable online behaviors
- Collaborate with peers using respectful language and behaviors
- Use equipment as outlined in the Acceptable Use Policy
- Support each other in this new way of learning
- Be patient with themselves and their teachers- everyone is learning together

Attendance

- The district's attendance policy will be followed
- Attendance at all classes is expected
- Teachers will take attendance for each subject
- Notify teacher of need for absence from class
- Contact teacher for missed assignments
- Missed assignments must be made up by established deadlines

Extra support needed (such as setting up a 1:1 time slot)

- Refer to your schedule to know when your teacher will be online for extra help
- For faster response, reach out during teacher Office Hours

If a Teacher is Absent

In the event a teacher is absent on a remote learning day, the district will make every attempt to provide synchronous learning by a certified substitute teacher. However, if a certified substitute teacher is not secured, students will be provided asynchronous learning. The teacher that is absent will be responsible to provide the materials to the students if the absence is short term.

SCHEDULE

The Remote Learning Plan will be done full time at home and consist of daily live substantive and meaningful interaction between the teachers and students. The on-line learning experience will be standards-based and will include high quality rigorous instructional opportunities and learning experiences.

A remote learning schedule for emergency use days will be provided to parents/guardians, students, faculty, and staff. The schedule will be the letter day originally designated for that day. (See Appendix A, B and C for elementary, middle school and high school schedules)

SCHEDULE DETAILS

The instructional delivery methodology will be determined by the teacher to ensure that the instruction being delivered is aligned with the NYS Learning Standards.

Below is the Instructional Time Frames that outlines the maximum amount of time teachers will be providing live instruction in the core areas and for office hours. Teachers will communicate their day-by-day schedule with students at the beginning of the school year.

Essential Elements for Remote Instruction on Emergency Use Days:

The teachers will provide students with synchronous instruction remotely from home. The instruction will consist of live interaction between the teachers and students. The online learning experience will be standards based and will include high quality rigorous instructional opportunities and learning experiences. It is important to note that the hours of instructional time are not defined as a student's time spent in front of the teacher or in front of a screen, but time engaged in standards-based learning under the guidance and direction of a teacher.

Number of Instructional Hours Designated for Each Day Spent in Remote instruction

Elementary – 5.5 Hours

Middle School – 5.53 Hours

High School – 5.6 Hours

SPECIALS – ELEMENTARY LEVEL (ONLY)

Students will follow the A-F day schedule for specials. The special schedule will be shared with the parents/students by the classroom teacher. The Art, Music, PE, and Library teachers may also post lessons to the district website. Please see the district website for the designated letter day.

SPECIAL EDUCATION

During Remote Learning, our special education staff (which includes special education teachers, teacher assistants (TAs) speech and language pathologists, social workers, school psychologists, occupational therapists, and physical therapists) will provide special education services using a variety of different strategies and online platforms based on an individual student's needs. Individualized materials will be used to meet the needs of each student based on their Individualize Education Plan (IEP). Special education staff will collaborate with families.

ACADEMIC INTERVENTION SERVICES (AIS)

Intervention services will be provided to students as originally scheduled for that day. Parents/guardians will be notified if their child qualifies for extra help to meet or continue his/her progress toward meeting the state standards. The goal of AIS is to provide targeted instruction necessary for students to meet grade-level proficiency. During emergency remote learning, the reading or math specialist will give live instruction via Zoom. The link and the schedule will be shared with the parents/students by the classroom teacher.

ENGLISH AS A NEW LANGUAGE (ENL)

The ENL teacher will provide supports for students that meet the needs based on state regulations. The teacher will work with the classroom teacher to create and provide a schedule. The link and the schedule will be shared with the parents/students by the classroom teacher.

GRADING

Teachers will use the district wide report card to assess student progress in each content area.

- Teachers will seek to provide students feedback and grade assignments in a timely manner
- Teachers will monitor student progress and report such to parents.
- Teachers will use their current grading system to determine report card grades as well as district policies.

TECHNOLOGY

District Approved Technology Tools:	Additional Distance Learning Tools
• Microsoft 365 • Zoom • Schoology • See Saw	WCSD Secondary Online Resources • Castle Learning • vocabulary.com • IXL • nearpod • formative • Bloom's Literature • Gale Biography • Gale Science • Gale US History • Newsela –teacher can access materials, no student data • STAR • McGraw-Hill • Pearson • DataMate • Noodle Tools • PQ e library

APPENDIX A

Full Day Remote Learning Schedule for Emergency Use Days

Elementary Schools

8:30 a.m. – 9:00 a.m.	Office Hours
9:00 a.m. – 3:00 p.m.	Students will sign on to the learning platform assigned to them by the classroom teacher at 9:00 a.m. The teacher will provide the students the livestream schedule for the day.
3:00 p.m. – 3:30 p.m.	Teacher Planning Time

APPENDIX A [*continued*]

Two-Hour Delay Remote Learning Schedule for Emergency Use Days

Elementary Schools

This schedule will only be used if the District starts with a two-hour delay and then pivots to Remote Learning

10:30 a.m. – 11:00 a.m.	Office Hours
11:00 a.m. – 3:00 p.m.	Students will sign on to the learning platform assigned to them by the classroom teacher at 11:00 a.m. The teacher will provide the students the livestream schedule for the day.
3:00 p.m. – 3:30 p.m.	Teacher Planning Time

APPENDIX B

Full Day Remote Learning Schedule for Emergency Use Days

John G. Borden Middle School

Office Hours	7:30 a.m. – 8:30 a.m.
Period 1	8:45 a.m. – 9:20 a.m.
Period 2	9:23 a.m. – 9:58 a.m.
Period 3	10:01 a.m. – 10:36 a.m.
Period 4	10:39 a.m. – 11:14 a.m.
Period 5	11:17 a.m. – 11:52 a.m.
Period 6	11:55 a.m. – 12:30 p.m.
Period 7	12:33 p.m. – 1:08 p.m.
Period 8	1:11 p.m. – 1:46 p.m.
Period 9	1:50 p. m. – 2:25 p.m.

Note:
Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.

APPENDIX B [*continued*]

Two-Hour Delay Remote Learning Schedule for Emergency Use Days

John G. Borden Middle School

This schedule will only be used if the District starts with a two-hour delay and then pivots to Remote Learning

Period 1	9:35 a.m. – 10:05 a.m.
Period 2	10:08 a.m. – 10:35 a.m.
Period 3	10:38 a.m. – 11:05 a.m.
Period 4	11:08 a.m. – 11:36 a.m.
Period 5	11:39 a.m. – 12:07 p.m.
Period 6	12:10 p.m. – 12:38 p.m.
Period 7	12:41 p.m. – 1:09 p.m.
Period 8	1:12 p.m. – 1:39 p.m.
Period 9	1:42 p.m. – 2:12 p.m.

Note:
Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.

APPENDIX C

Full Day Remote Learning Schedule for Emergency Use Days

Wallkill Senior High School

Office Hours	7:30 a.m. – 8:30 a.m.
Period 1	8:45 a.m. – 9:20 a.m.
Period 2	9:23 a.m. – 9:58 a.m.
Period 3	10:01 a.m. – 10:36 a.m.
Period 4	10:39 a.m. – 11:14 a.m.
Period 5	11:17 a.m. – 11:52 a.m.
Period 6	11:55 a.m. – 12:30 p.m.
Period 7	12:33 p.m. – 1:08 p.m.
Period 8	1:11 p.m. – 1:46 p.m.
Period 9	1:50 p. m. – 2:25 p.m.

Note:
Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.

APPENDIX C [*continued*]

Two-Hour Delay Remote Learning Schedule for Emergency Use Days

Wallkill Senior High School

This schedule will only be used if the District starts with a two-hour delay and then pivots to Remote Learning

Period 1	9:39 a.m. – 10:08 a.m.
Period 2	10:11 a.m. – 10:40 a.m.
Period 3	10:43 a.m. – 11:12 a.m.
Period 4	11:15 a.m. – 11:44 a.m.
Period 5	11:47 a.m. – 12:16 p.m.
Period 6	12:19 p.m. – 12:48 p.m.
Period 7	12:51 p.m. – 1:20 p.m.
Period 8	1:23 p.m. – 1:52 p.m.
Period 9	1:56 p.m. – 2:25 p.m.

Note:
Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.

APPENDIX D

Faculty-Staff Procedures to Pivot To Remote Learning

Faculty/Staff
Procedure to Pivot to Remote Instruction Due to Emergency Conditions

If a building or the District needs to pivot to remote instruction due to emergency conditions, the following steps will be taken to ensure a smooth transition:

1. Superintendent of Schools/Designee will send out an all-call (voice call and/or text message) informing parents and employees that a building(s) or District will pivot to remote learning for a specified date(s) and reason. In addition, information will be posted on the District's website, radio stations, and television stations.

2. The Building Principal will send out a follow up all-call and/or email to parents via School Messenger informing them of the pivot and will include directions for students to access remote learning. The directions will include:

   - A reminder that students will follow the remote learning bell schedule/instructional schedule, and that more information can be found on the school's website.
   - Students should access the Zoom link for their classes through Schoology or any other District approved platform that has been provided to the students by their teacher.

3. Faculty/Staff will be notified if they need to report to the building or if they will work from home.
   Please note: This is dependent on the reason as to why the building or District is pivoting to remote instruction.

   - Teachers will need to communicate to students in advance where the Zoom link or other District approved platform will be posted if a pivot to remote learning is necessary (example: Schoology).
   - Teachers will remind students that they need to bring school-issued Chromebooks home daily.
   - Teachers will instruct live via a District approved platform (e.g. Zoom) and need to ensure that they have the technology at home to do so.
   - Instruction will be synchronous.
   - Attendance will be taken.
   - The schedule will be the letter day originally designated for that day.
   - At the secondary level, related service providers and guidance counselors will provide student support as scheduled for the day.
   - At the elementary level, special area teachers/related service providers will provide the classroom teachers the link to access the special area/related service provider lessons.

- Teaching assistants and teacher aides will follow his/her normal schedule for the day and/or follow a schedule assigned by the building principal.
- Office staff will perform their daily duties and/or perform duties assigned by the building principal.

Please review this information carefully. It is imperative that we communicate to our students where they will be able to access live instruction if a pivot to remote instruction is necessary.

APPENDIX E

Parent-Guardian Procedures to Pivot to Remote Learning

Parents/Guardians
Procedure to Pivot to Remote Instruction Due to Emergency Conditions

If a building or the District needs to pivot to remote instruction due to emergency conditions, the following steps will be taken to ensure a smooth transition:

1. Superintendent of Schools/Designee will send out an all-call (voice call and/or text message) informing parents and employees that a building(s) or District will pivot to remote learning for a specified date(s) and reason. In addition, information will be posted on the District's website, radio stations and television stations.

2. The Building Principal will send out a follow up all-call and/or email to parents via School Messenger informing them of the pivot and will include directions for students to access remote learning. The directions will include:

   - A reminder that students will follow the remote learning bell schedule/instructional schedule, and that more information can be found on the school's website.

   - Students should access the Zoom link for their classes through Schoology or any other District approved platform that has been provided to the students by their teacher.

3. Additional information for parents/guardians:

   - Teachers will communicate to students in advance where the Zoom link or other District approved platform will be posted if a pivot to remote learning is necessary (example: Schoology).

   - Students will need to bring school-issued Chromebooks home daily and/or as directed by the classroom teacher.

   - Teachers will instruct live via a District approved platform (e.g. Zoom).

   - Instruction will be synchronous.

   - Attendance will be taken.

   - The schedule will be the letter day originally designated for that day.

   - At the secondary level, related service providers and guidance counselors will provide student support as scheduled for the day.

   - At the elementary level, special area teachers/related service providers will provide the classroom teachers the link to access the special area/related service provider lessons.

APPENDIX F

SAMPLE COMMUNICATION LETTERS

1. Sample Parent/Guardian letter from Assistant Superintendent for Support Services – Emergency Day Use Information
    - Email annually beginning of December
2. Sample Faculty/Staff memo – Procedure to Pivot to Remote Instruction Due to Emergency Conditions
    - Email annually mid-December
3. Sample Parent/Guardian letter from Superintendent– Procedure to Pivot to Remote Instruction Due to Emergency Conditions
    - Email home when two (2) emergency days remain

WCSD

Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589
(845) 895-7102, Fax: (845) 895-3630

Brian Devincenzi
Assistant Superintendent for Support Services

December xx, 202x

Dear Parents and Guardians,

As we prepare for the 202x-2x winter season, we wanted to share with families how emergency days will be utilized this school year. **The District has allocated # (#) emergency days as part of the 202x-202x school calendar and our plan is to use these days, if needed. Should the District exceed the # (#) allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.**

Prior to the District exceeding the allocated emergency days, we will provide families with information regarding the implementation of remote instruction if the need arises.

In the event the District is required to utilize an emergency day, an emergency delay, or pivot to remote instruction, we will continue to utilize the radio, television, our website, and text message (if opted-in) to notify families. For further information on weather closing and delay information, please use the link on the District homepage.

If you have any questions, please contact your child's building principal.

Sincerely,

Brian Devincenzi
Assistant Superintendent for Support Services

BD/sh

WCSD

Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589

(845) 895-7101, Fax: (845) 895-3630

Anthony White
Superintendent of Schools

TO: *Faculty/Staff*

FROM: *Anthony White*

DATE: *"Date"*

RE: *Procedure to Pivot to Remote Instruction Due to Emergency Conditions*

As you are aware, the Board of Regents approved an amendment to §175.5(e) of the Commissioner's regulations that permanently allows the use of remote instruction in lieu of closing due to an emergency condition. The District has allocated # emergency days as part of the 202x-202x school calendar and our plan is to use these days, if needed. Should the District exceed the # allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.

Attached please find a document titled "Procedure to Pivot to Remote Instruction Due to Emergency Conditions" and the remote learning bell/instructional schedules for the high school, middle school, and elementary schools. It is important to note that the delivery of instruction will be synchronous (live) using a District approved platform (e.g. Zoom). Therefore, it is important that your students are well informed ahead of time on how to access "live" remote instruction if the need arises. Please see the District-Wide Safety Plan for additional information regarding remote instruction.

If you have any questions or concerns, please contact your Building Principal.

Attachments (Include Appendix A, B, C and D)

WCSD

Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589
(845) 895-7101, Fax: (845) 895-3630

Anthony White
Superintendent of Schools

Brian Masopust
Assistant Superintendent
for Educational Services

Tara Rounds
Assistant Superintendent
for Special Education and Intervention Services

Brian Devincenzi
Assistant Superintendent
for Support Services

"Date"

Dear Parents/Guardians,

As you are aware, the District has allocated six (6) emergency days as part of the 202X-202X school calendar and our plan is to use these days, if needed. To date, the District has used # emergency days. Should the District exceed the six (6) allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.

Attached please find a document titled "Procedure to Pivot to Remote Instruction Due to Emergency Conditions" and the remote learning bell/instructional schedules for the high school, middle school, and elementary schools. It is important to note that the delivery of instruction will be synchronous (live) using a District approved platform (e.g. Zoom). Therefore, it is important that your child is aware of how to access "live" remote instruction if the need arises. Please note, your child's teacher(s) should have already provided this information to them. Please see the District-Wide Safety Plan for additional information regarding remote instruction.

If you have any questions or concerns, please contact your Building Principal or child's teacher. Furthermore, if you do not have access to internet connectivity, please call 845-895-7145.

Sincerely,

Anthony White
Superintendent of Schools

Attachments (Include Appendix A, B C, and E)

AW:kc

APPENDIX G

Digital Resource Survey Information

WCSD

Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589
(845) 895-7103, Fax: (845) 895-8053

Brian Masopust, Assistant Superintendent for Educational Services
bmasopust@wallkillcsd.k12.ny.us

Dear Parent/Guardians,

The New York State Education Department (NYSED) is asking parents/guardians to complete a Digital Access Survey for **every** student in their family in grades K-12 annually.

The survey consists of nine questions created by NYSED. All questions must be answered for a survey to be considered complete. One survey is to be filled out for **each** child you have enrolled in the district.

How to Complete the Survey for Elementary, Middle and High School Students:

We are requesting that parents complete the survey through the parent portal.

To access the survey, you can use either the SchoolTool Mobile App or the SchoolTool Website. **The mobile app is the fastest way to complete the survey and you will be able to finish in under one minute.**

Option 1: SchoolTool Parent Portal **Mobile App** Directions

Option 2: SchoolTool Parent Portal **Website** Directions

If you do not have a SchoolTool parent portal account, now's a good time to sign-up, as SchoolTool provides parents with important information about their students, such as grades, assignments, and attendance. **SchoolTool parent/guardian enrollment information.**

If you need help answering the questions please refer to guidance **HERE**.

Thank you for taking the time to complete the Digital Equity Survey.

Sincerely,

Brian Masopust

Emergency Action Plan for Athletics

Overview

The purpose of this document is to provide staff and administration of the Wallkill Central School District with general guidelines to follow in the event of an emergency during athletic competitions.

Emergency situations will generally present themselves in atypical fashion, always defer to the primary healthcare provider on scene (Team Physician, District Medical Director, Athletic Trainer, School Nurse etc.)

As per NYS law all coaches within the district must maintain CPR and first aid certifications.

1. **Preparing for An Emergency**
    a. Have access to the EAP and review the EAP on an annual basis.
    b. Identify at risk student athletes. Coaches and administrators should understand medical "red flags" within their students. Important medical information is flagged on School Tool and on FamilyID (Diabetes, asthma, seizures, allergies etc.) Please contact Ursula Petricek with any questions.
    c. Have access to rescue inhalers or epi pens if needed.
    d. Know who to call:
        - Athletic Trainer: Payton Jones
        - 911 - Direct dispatcher to venue specific ambulance access points.
            - Specify we are in the hamlet of Wallkill at the Wallkill Central School District in ULSTER county. Refer to appendix A.
    e. Have access to a med kit. See athletic trainer prior to each season to ensure that the kit is stocked.
    f. Have access to parent contact information.
    g. Do not move an injured athlete without consent from medical personnel.
    h. Review environmental NYSPHAA policies. (Lightning, heat and cold)
    i. Review school policy on concussion management.

2. **Responding to an Emergency**
    a. Call 911 - Obtain the closest AED - Obtain the closest med kit.
    b. Provide care to **your** level of training.
    c. Contact the athletic trainer by phone, this should be a call not a text.
    d. Send someone to meet the ambulance to expedite arrival to your location. This can be an athlete, another coach, or a bystander.
    e. Contact the parent/guardian of the athlete.
    f. Notify the Director of Athletics, Physical Education & Health & District Medical Director.
        a) Noah Hershfield
        b) Ursula Petricek
    g. Identify someone to direct the rest of the students away from the situation. This could be an administrator, security staff member, coach, or parent.

h. Have a coach or designated school employee ride with the ambulance or follow the ambulance to the hospital. This is especially important if a parent or guardian is not present.

3. After Incident Response

a. Complete the District's incident report form.
b. Contact the parent or guardian to follow up regarding the athlete's condition.
c. Schedule a debriefing meeting with all involved. This purpose of the meeting is to discuss and process the experience, confirm the facts of the situation, assist with coping skills and emotional response, and evaluate the emergency procedures for strengths and weaknesses.
d. The Athletic Trainer and Medical Director will document the incident in either school tool or an EMR.

Appendix A. Venue specific ambulance access points.

CONFIDENTIAL

Automatic External Defibrillator (AED)

All athletic events at WCSD will have access to an AED.

AED locations Wallkill High School:

CONFIDENTIAL

AED locations John G Borden Middle School:

CONFIDENTIAL

AED locations Ostrander Elementary school:

CONFIDENTIAL

Cardiac Arrest Procedures

- All coaches and any individuals identified as CPR/AED certified will be provided with a copy of cardiac emergency procedures as well as the map of AED locations
- Warning signs or signs of a Sudden Cardiac Arrest (SCA) or similar life-threatening emergency:
    - Racing heart, palpitations, or irregular heartbeat, dizziness, lightheadedness, or extreme fatigue with exercise, chest pain or discomfort with exercise, excessive shortness of breath during exercise, excessive unexpected fatigue during or after exercise, history of recurrent fainting or unusual seizures, sudden collapse or "passes out," not responsive, abnormal breathing and/or no pulse
- Upon arrival, if cardiac event is suspected, and the responding person IS CPR certified
    - If you are alone
        - Contact 911 immediately
        - Secure the scene
        - Retrieve AED.
        - If patient is unconscious, begin CPR - continue until medical staff and/or EMS are assisting
            - EMS assumes lead upon arrival – share all relevant documentation
        - Either notify main office/ medical staff yourself, or assign closest person to notify main office and medical staff when able – shout for help
        - The School Medical Director and District Office will be notified immediately by the main office or adult who is not involved in life saving measures.
        - Building Administrator will activate medical hold in place if necessary
        - Complete accident report after the event has completed
    - If other individuals are on the scene
        - Secure the scene
        - Designate a person to call 911
        - Designate a person to retrieve AED from the closest location
        - Designate an individual to get medical staff on site and building administrator.
        - If patient is unconscious, begin CPR - continue until medical staff and/or EMS are assisting
            - EMS assumes lead upon arrival – share all relevant documentation
        - The School Medical Director and District Office will be notified immediately by the main office or adult who is not involved in life saving measures.
        - Building Administrator will activate medical hold in place if necessary
        - Complete accident report after the event has completed

- Upon arrival, if a cardiac event is suspected, and the responding person IS NOT CPR certified
    - If you are alone
        - contact 911 immediately and secure the scene
        - Identify closest adult to assist in notifying medical staff on site, main office for immediate response – shout for help
        - Retrieve AED
        - When a certified CPR/AED individual is on scene they should begin CPR until EMS is on scene or patient becomes conscious
            - EMS assumes lead upon arrival – share all relevant documentation
        - The school medical director will be notified immediately by the main office or adult who is not involved in life saving measures
        - Building Administrator will activate a medical hold in place if necessary
        - Complete accident report after the event has completed
    - If other individuals are on the scene:
        - Stay with person experiencing cardiac event and secure the scene
        - Designate an individual to contact 911
        - Designate a person to retrieve AED from closest location
        - Designate an individual to get medical staff on site and building administrator.
        - When a certified CPR/AED individual is on scene they should begin CPR until EMS is on scene or patient becomes conscious
            - EMS assumes lead upon arrival – share all relevant documentation
        - The school medical director will be notified immediately by the main office or adult who is not involved in life saving measures.
        - Building Administrator will activate a medical hold in place if necessary
        - Complete accident report after the event has completed
- Please see the maps on the following pages with AED locations within the building
- AED's are regularly checked on a routine basis by Ulster BOCES as well as district medical staff
    - AED's are inspected to ensure batteries and machines are working properly as part of routine maintenance
- After the incident has been completed, a debrief will take place with appropriate individuals

Emergency Contact Numbers for Obtaining Help:

Number to call for help in the school building:
Payton Jones: Confidential
Noah Hershfield: Confidential
Ursula Petricek: Confidential

Number to call for help on school grounds:
Payton Jones: Confidential
Noah Hershfield: Confidential

Number to call to notify if event occurs at offsite location:
Call 911 / Noah Hershfield Confidential

Secondary contact number if primary is not available:
Payton Jones: Confidential

CPR/AED Certified Personnel

Staff Name	Title	Telephone Number	Location	Availability
Noah Hershfield	Director of Athletics, Physical Education, and Health	Confidential	Wallkill Senior High School	After School School Day Athletic Events
Payton Jones	Athletic Trainer	Confidential	Wallkill Senior High School	School Day Athletic Events
All Coaches (List available in Athletic Office)				Athletic Events

Cybersecurity Incident Response Plan

PURPOSE

The Wallkill Central School District, a trusted public education provider to K-12 students in Ulster and Orange Counties, stores information related to students, staff, and internal business operations, as well as manages and maintains technical infrastructure required to house and maintain this information.

Additionally, Wallkill Central School District contracts with the Mid-Hudson Regional Information Center (MHRIC), and vendors of digital services and products to manage and maintain this data and infrastructure.

This Cybersecurity Incident Response Plan operates in coordination with the **Wallkill Central School District Technical Services Disaster Recovery Plan**. Cyber Security Incidents are managed under this plan through identification, containment, investigation, and eradication activities.

Disaster Recovery procedures, including system restoration and continuity measures, are **not initiated during active cyber containment or investigation**. Activation of the Disaster Recovery Plan occurs **only after containment and eradication activities are completed** and when restoration of systems or continuity of operations is required, as authorized by the Incident Response Manager in consultation with District leadership.

This Cyber Security Incident Response Plan outlines the procedures Wallkill Central School District uses to detect and respond to unauthorized access or disclosure of private information from systems utilized, housed, maintained or serviced by Wallkill Central School District. More specifically, this plan defines the roles and responsibilities of various staff with respect to the identification, isolation and repair of data security breaches, outlines the timing, direction and general content of communications among affected stakeholders, and defines the different documents that will be required during various steps of the incident response.

Wallkill Central School District also implements practices designed to proactively reduce the risk of unauthorized access or disclosure, such as training staff with respect to legal compliance requirements, following appropriate physical security and environmental controls for technical infrastructure, and deploying digital security measures such as firewalls, malware detection and numerous other industry standard systems.

In the event of a cyber security incident, Wallkill staff have been trained to expeditiously deal with the matter. Wallkill staff are trained on a yearly basis to recognize anomalies in the systems they regularly utilize, and to report any such anomalies as soon as possible to the Incident Response Manager so the Incident Response Team can be mobilized. Throughout the year the Incident Response Manager and members of the Incident Response Team are kept up to date on the latest security threats and trained in modern techniques of incident remediation.

The availability and protection of the information resources managed by the systems we maintain is of paramount importance to our school district and will always be a core value of our organization.

DEFINITIONS

Cyber Security Incident

A Cyber Security Incident is any event that threatens the confidentiality, integrity or availability of the information resources we support or utilize internally, especially sensitive information whose theft or loss may be harmful to individual students, our partners or our organization.

Incident Response Team (IRT)

The IRT is made up of experts across different fields in the organization whose charge is to navigate the organization through a Cyber Security Incident from the initial investigations, to mitigation, to post incident review.

Incident Response Manager (IRM)

The IRM oversees all aspects of the Cyber Security Incident, especially the IRT. The key focuses of the IRM will be to ensure proper implementation of the procedures outlined in the Cyber Security Incident Response Plan, to keep appropriate Incident Logs throughout the incident, and to act as the key liaison between IRT experts and the organization's management team. At the conclusion of a Cyber Security Incident, the IRM will conduct a review of the incident and produce both an Incident Summary Report and a Process Improvement Plan.

Disaster Recovery Plan (DRP)

The Disaster Recovery Plan is the district's formal plan for restoring technology systems and services following a disruptive event. For cyber-related incidents, the Disaster Recovery Plan is activated only **after containment and eradication are completed** under this Cybersecurity Incident Response Plan and upon authorization by the Incident Response Manager.

Cyber Security Incident Log

The Cyber Security Incident Log (Appendix N) will capture critical information about a Cyber Security Incident and the organizations response to that incident and should be maintained while the incident is in progress.

Incident Summary Report (ISR)

The PIP is a document prepared by the IRM at the conclusion of a Cyber Security Incident and will provide recommendations for avoiding or minimizing the impact of future Cyber Security Incidents based upon the "lessons learned" from the recently completed incident. This plan should be kept confidential for security purposes. The template for the PIP may be viewed in Appendix M.

INCIDENT RESPONSE TEAM

CONFIDENTIAL

TECHNICAL CONTACTS

CONFIDENTIAL

LEGAL COUNSEL

CONFIDENTIAL

ADDITIONAL MEMBERS

CONFIDENTIAL

INCIDENT MANAGEMENT PRINCIPLES

CONFIDENTIALITY

Investigation

During a Cyber Security Incident investigation, the IRM or members of the IRT will be gathering information from multiple computer systems and/or conducting interviews with key personnel based on the scope of the incident in question. All information gathered or discovered during a Cyber Security Incident will be strictly confidential throughout the investigative process. All members of the Cyber Security Incident Response Team are trained in information security and data privacy best practices. During this phase, no confidential information will be shared unless it is strictly relevant to the investigation and/or the incident itself.

Affected Stakeholders

In the event the incident involves the unauthorized access or disclosure of confidential student or staff information, Wallkill Central School District will communicate information relevant to the incident as well as any additional requested information to which they have a right (e.g. specific student records, staff records, etc.). Wallkill Central School District does reserve the right to withhold certain information at the discretion of the IRM if that information may jeopardize current or future investigations or pose a security risk to Wallkill Central School District or other entities.

In the event the incident involves information of a non-Wallkill Central School District stakeholder group, such as a neighboring district or vendor partner, Wallkill Central School District will take appropriate steps to notify those entities as efficiently as possible.

In the event the incident is limited to Wallkill Central School District systems not containing sensitive or confidential information, it will be the discretion of Wallkill Central School District Administration and the IRM whether or not to share information related to the incident with outside stakeholders.

Report Management

All reports generated during an investigation along with any evidence gathered will be stored and managed by the IRM. Any physical records will be stored in the IRM's office. Any digital records will be stored on the internal school district network in a network share only accessible by the IRM and approved District Administrators. That share will be backed up and stored in accordance with Wallkill's regular backup procedures. In the event past records of incidents need to be reviewed, a written request must be made to the IRM that includes the requestor, the information requested and the reason for the request. The IRM will review the request and has the discretion to approve or deny any request. Incident summary information will always be made available by the IRM.

COMMUNICATION GUIDELINES

- Communication with parents/community members, will be disseminated via the school district superintendent or designee.
- Although every incident is unique, sample communications that can be used as guidelines can be found in Appendices O-P in this document.
- Initial communication to affected stakeholders should occur as expeditiously as possible upon the identification of the incident. In some cases, this may include an initial communication (letter, email, phone call) that simply states that this district is aware of the issue and is addressing it, with the promise of a follow up. Scenarios for the release of Personally Identifiable Information (PII) are as follows:
  - Should the unauthorized release of student data occur, the district shall notify the parents (or eligible students) affected by the release in the most expedient way possible. Part 121 of the Commissioner's Regulations requires this notification to occur within 60 calendar days after the breach is discovered.
  - Should the unauthorized release of protected staff data occur, the district shall notify the staff members affected by the release in the most expedient way possible. Part 121 of the Commissioner's Regulations requires this notification to occur within 60 calendar days after the breach is discovered.
  - Should the unauthorized release of student and/or protected staff data occur, the district shall notify the Chief Privacy Officer (CPO) at the New York State Education Department (NYSED) within 10 calendar days, as required by Part 121 of the Commissioner's Regulations. Incidents should be reported using https://forms.cloud.microsoft/pages/responsepage.aspx?id=6BbvFeBMw0-S4mp6bI52Xiv__zXPGnhAkNyVVeW2LfZUMkhEOUhMMDdIUzZHV1VNR01XN1ZSRTlLMC4u&route=shorturl link.
  - Should the release of Social Security Number, Driver's License or Non-Driver ID Number, Account Number, or Credit/Debit Card number combined with PII occur, districts should consult Section 208 of the NYS Technology Law for notification obligations (https://its.ny.gov/sites/default/files/documents/Business-Data-Breach-Form.pdf).
- Updated communications will come from the Superintendent or the Incident Response Manager. As staff receive requests from the district for information, they should pass those requests along to the Incident Response Manager.
- District staff should be clearly informed by the Management Team what information is public and what is internal/confidential. However, district leadership should be aware that any material or information communicated to staff can and likely will be shared with the public, including the news media.
- Communication with news media will be initiated by School District Superintendent and/or designee. Incoming news media calls and requests for information will be directed through Superintendent or designee.

CYBER SECURITY INCIDENT PHASES

IDENTIFY

Overview

All Wallkill staff have a responsibility to remain vigilant and protect the data stored within the systems we support. Any event that threatens the confidentiality, integrity or availability of the information resources we support or utilize internally should immediately be reported to a supervisor or the IRM if a supervisor is unavailable. Supervisors should immediately bring the incident to the attention of the IRM. Parents are encouraged to notify the district of possible breaches or improper disclosures of data using a form on the district website (see Appendix Q).

Incident Types

Types of cyber incidents that may threaten the organization are:

- Unauthorized attempts to gain access to a computer, system or the data within
- Service disruption, including Denial of Service (DoS) attack
- Unauthorized access to critical infrastructure such as servers, routers, firewalls, etc.
- Virus or worm infection, spyware, or other types of malware
- Non-compliance with security or privacy protocols
- Data theft, corruption or unauthorized distribution

Incident Symptoms

Signs a computer may have been compromised include:

- Abnormal response time or non-responsiveness
- Unexplained lockouts, content or activity
- Locally hosted websites won't open or display inappropriate content or unauthorized changes
- Unexpected programs running
- Lack of disk space or memory
- Increased frequency of system crashes
- Settings changes
- Data appears missing or changed
- Unusual behavior or activity by Wallkill staff, students or partners

ASSESS

Overview

Once anomalous activity has been reported, it is incumbent upon the IRT to determine the level of intervention required. If it is determined there is an active security threat or evidence of an earlier intrusion, the IRT will respond to the situation as expeditiously as possible.

Considerations

- What are the symptoms?
- What may be the cause?
- What systems have been / are being / will be impacted?
- How wide-spread is it?
- Which stakeholders are affected?

Documentation

Regardless of whether it is determined there is a security threat, the IRT will accurately document the scenario in a Cyber Security Incident Log. All Cyber Security Incident Logs will be stored in a single location so incident information may be reviewed in the future. This report should contain information such as:

- Who reported the incident
- Characteristics of the activity
- Date and time the potential incident was detected
- Nature of the incident (Unauthorized access, DDoS, Malicious Code, No Incident Occurred, etc.)
- Potential scope of impact
- Whether the IRT is required to perform incident remediation?

RESPOND

Briefing of Administration

Upon determining that a significant incident or breach has occurred, District Administration should be notified immediately. As additional information is uncovered throughout the investigation, Administration should be briefed by the IRM so appropriate decisions, such as allocating additional staff, hiring outside consultants and involving law enforcement can be made. Additionally, based on the incident, it will be incumbent on administration to determine the appropriate stakeholders to notify of the incident and the appropriate medium to do so. Please refer to Appendix K for Regional and State-Wide Incident Support Contacts. Administration should take into consideration the nature of the information or systems involved, the scope of the parties affected, timeliness, potential law enforcement interests, applicable laws and the communication requirements of all parties involved. Sample communications documents may be found in Appendices O - P.

Initial Response

This first steps in any cyber incident response should be to determine the origin of the incident and isolate the issue. This may involve measures up to and including immediately disconnecting particular workstations, servers or network devices from the network to prevent additional loss. While this is occurring, it is necessary to examine firewall and system logs, as well as possibly perform vulnerability scans, to ensure the incident has not spread to other areas in order to define the entire scope of the incident.

Throughout this process, it will be critical to preserve all possible evidence and document all measures taken in detail. Thorough review and reporting on the incident will be required once the threat has been removed, the vulnerabilities have been removed and the systems have been restored.

System restoration, service recovery, or continuity actions beyond containment and eradication are governed by the **Wallkill Central School District Technical Services Disaster Recovery Plan** and shall not be initiated during this phase.

RESPONSE	PERSON RESPONSIBLE	PHONE # TO CONTACT	EMAIL CONTACT
Starting with all external network connections, immediately disconnect infected systems from the network completely.	Technology Department	N/A	N/A
Notify local BOCES District Superintendent	Superintendent or Designee	845-255-1400	
Notify local RIC Director (24/7)	Superintendent or Designee	845-255-1450 Press 0	
Notify NYS Chief Privacy Officer **A. Submit a Cybersecurity Incident Form** **B. Submit a Recovery Plan**	Superintendent or Designee	518-474-0937	privacy@nysed.gov
Reset all system login credentials (ID and password). Ensure all staff use a complex password.	Technology Department	N/A	N/A
Contact insurance carrier	Assistant Superintendent for Support Services	Confidential	Confidential
Contact school attorney	Assistant Superintendent for Support Services	Confidential	Confidential

Remediation and Recovery

Once the cause has been determined and appropriately isolated, the Technology Department will remove vulnerabilities leading to the incident in accordance with this plan. If system restoration or continuity actions are required beyond eradication, those activities shall be executed under the **Wallkill Central School District Technical Services Disaster Recovery Plan**, as authorized by the Incident Response Manager.

This may involve some or all of the following:

- Install patches and updates on systems, routers, and firewalls
- Infections cleaned and removed
- Re-image or re-install operating systems of infected machines
- Change appropriate passwords
- Conduct a vulnerability scan of any compromised machines before reconnecting them to the network
- Restore system backups where possible
- Document all recovery procedures performed and submit them to the IRM
- Closely monitor the systems once reconnected to the network

ROLES AND RESPONSIBILITIES

Technology Department

Response – See Appendix T

Business Office

Response – See Appendix U

Office of Educational Services

Response – See Appendix V

REPORT

Overview

Once the threat has been mitigated and normal operation is restored, the IRM will compile all available information to produce an accurate and in-depth summary of the incident in an Incident Summary Report (ISR). A copy of the ISR is located in Appendix L. Throughout the incident, the IRT will have kept Incident Logs that contain detailed records wherever possible, and these shall serve as the basis of the report. Interviews will also be conducted with appropriate members of the IRT to obtain any additional information that may be available to augment the logs and records kept throughout the process. Additionally, as required by Part 121 of the Commissioner's Regulations the district will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies using the log in Appendix R.

Report Contents

The Incident Summary Report (ISR) will include all pertinent information to the incident, but at minimum:

- Dates and times of milestones throughout the process (e.g. incident detection, verification, notifications, remediation steps, completion, etc.)
- List of symptoms or events leading to discovery of the incident
- Scope of impact
- Mitigation and preventative measures
- Restoration logs
- Stakeholder communications (including copies of memos, emails, etc. where possible)

Timeframe

The ISR should be prepared as expeditiously as possible following the incident so future preventative measures may be taken as quickly as possible. Information to prepare the ISR and interviews with the IRT should be conducted immediately to ensure the greatest possible accuracy of information.

REVIEW

Post-Incident Review Meeting

After the conclusion of the incident, the IRM and possibly select members from the IRT will meet with management to discuss the event in detail, review response procedures and construct a Process Improvement Plan (PIP) to prevent a reoccurrence or similar incidents. The compiled Incident Report constructed by the IRM will serve as a guide for this meeting.

In the meeting, a full debrief of the incident will be presented and findings discussed. The IRM will share the full scope of the breach (as comprehensively as possible), causes of the breach, how it was discovered, potential vulnerabilities that still exist, communication gaps, technical and procedural recommendations, and the overall effectiveness of the response plan.

As a whole, the group will review the information presented and will determine any weakness in the process and determine all the appropriate actions moving forward to modify the plan, address any vulnerabilities and what communication is required to various stakeholders.

Findings from the post-incident review shall be coordinated with the Disaster Recovery Plan to ensure alignment between cybersecurity response improvements and system recovery practices.

Process Improvement Plan

The IRM will draft a Process Improvement Plan (PIP) based on the results of this meeting. The plan should discuss any applicable items necessary to, prevent future incidents to the extent practicable, including cost and time frame requirements where possible. The PIP will also include a review strategy to ensure all recommendations made in the PIP are met in a timely fashion and functioning appropriately. Areas of focus may include, but are not limited to:

- New hardware or software required
    - Patch or upgrade plans
    - Training plans (Technical, end users, etc.)
    - Policy or procedural change recommendations
    - Recommendations for changes to the Incident Response Plan
    - Regional communications recommendations

Additionally, the PIP must be kept strictly confidential for security purposes. Any communication required to clients or to the public must be drafted separately and include only information required to prevent future incidents.

APPENDIX A:

IMMINENT WARNING SIGNS FOR POTENTIAL OF VIOLENT BEHAVIOR

Imminent Warning Signs for the Potential of Violent Behavior

1. Talks about violence and has a specific plan.
2. Talks about violence and/or expresses violence in writings and drawings.
3. Severe expressions of rage often for minor reasons (i.e. banging head against the wall, unstoppable screaming).
4. Severe destruction of property.
5. Tortures animals.
6. Frequently fights with peers and/or family members.
7. Access to family or own firearms and capable of competent use.
8. History of suicidal or other self-destructive behavior.

Early Warning Signs for the Potential of Violent Behavior

A. Social withdrawal/lacks commitment or connection to a group or persons.

B. Excessive feeling of isolation and being alone.

C. Excessive feelings of rejection.

D. Often the victim of aggression, bullying, or other violent acts.

E. Feelings of being picked on/persecuted.

F. Low school interest/poor academic performance.

G. Patterns of impulsive, chronic hitting, intimidation, and/or bullying behavior.

H. Regularly involved in behavioral/discipline problems.

I. Behavioral difficulties at an early age-the earlier the problems, the higher the likelihood of serious problems in adolescence.

J. Past history of violent and aggressive behaviors.

APPENDIX B:

SELF-HARM ASSESSMENT PROCEDURES

Wallkill Central School District

Mental Health Assessment Procedures for Self-Harm

I. General Information

A. The District utilized the Dewey Cornell, *Comprehensive School Threat Assessment Guidelines* Framework to develop threat assessment guidelines for intervention and supports to prevent violence and self-harm.
B. A Threat Assessment Team will be established in each building. The School Nurse and Nurse Practitioner will conduct an initial medical evaluation and will then make a referral to a Threat Assessment Team member or conduct an intake and screening themselves. All members of the Threat Assessment Team will be trained specifically in the identification, screening, and interviewing procedures of suicide threats. There will be approximately six members of each Threat Assessment Team that will include (but not limited to) the building psychologist, nurse, nurse practitioner, administrator, social worker, SRO/SPO and other members as needed. All employees will be provided with a list of their building's Threat Assessment Team members. The building principal will oversee each Threat Assessment Team.
C. A Threat Assessment Team meeting and screening process will take precedence over all other staff responsibilities.
D. Following an intake and screening by an individual member of the Threat Assessment Team, re-admittance to school will be a team decision.
E. It is the responsibility of the Threat Assessment Team case manager to ensure that all cases referred to them are documented and a file is started and maintained using the monitoring system (Navigate 360) that is being utilized by the District
F. It is the responsibility of the Threat Assessment Team case manager to ensure that the building principal is kept apprised of the entire situation from the initial notification forward.
G. If a suicide or traumatic event actually occurs, then the building principal must contact the Assistant Superintendent for Special Education and Intervention Services. The Assistant Superintendent for Special Education and Intervention Services may contact Ulster BOCES to secure additional resources as needed.
H. Annual staff training on safety and emergency procedures will include information regarding the purpose and procedures of the Threat Assessment Team.

II. Specific Procedures

CONFIDENTIAL

Upon completion of the intake and screening, the Threat Assessment Team case manager will meet with the Threat Assessment Team to make a determination as to the level of threat the student is to themselves. If a determination is made that the student is at "***high risk,"*** then the procedure described in Step 6 will be followed. If the student is to be determined to be a "***low risk***," then Steps 3 through 5 shall be employed. The case manager and/or designee using the reporting software is responsible for completing all the necessary paperwork.

Low Risk

CONFIDENTIAL

High Risk

CONFIDENTIAL

III. Follow-up

CONFIDENTIAL

APPENDIX C:

DISTRICT STAFF RESPONSE TO SITUATION OF POTENTIAL VIOLENCE IN SCHOOL

Wallkill Central School District
District Staff Response to
Situations of Potential Violence in School

CONFIDENTIAL

APPENDIX D:

NEW YORK STATE POLICE SAFE SCHOOLS PROGRAMS

New York State Police Safe Schools Programs

Awareness Program

Identifies school violence as a problem

- Defines and identifies the difference between conflict and violence
- Provides an overview of conflict resolution and communication skills
- Identifies early indicators that students may behave violently
- Provides suggestions for development of a student assistance program

Prevention Program

Discuss suggestions for the prevention of school violence

- Provides calming and de-escalation techniques
- Discusses the identification of gangs and bullies
- Defines the difference between a prank and a crime

Effective Response Program

Provides techniques in responding to specific incidents

- Presents methods on how to respond to potentially violent situations
- Provides strategies for dealing with a disruptive person or hostage situation
- Assists in developing post-incident response teams

Incident Management Planning

Reviews guidelines for an incident management plan

- Provides a guide to developing an incident management plan
- Supplies information on legal issues involving locker searches and school related crimes
- Assists in creating a list of resources and emergency support needed during all phases of an incident

Effects of Domestic Violence

Discusses how domestic violence affects school violence

- Defines what domestic violence is and what it isn't
- Discusses how domestic violence affects students and the school
- Provides resources and contact to assist when domestic violence situations affect the school or occur in the school

APPENDIX E:

ELEVEN PRINCIPLES OF EFFECTIVE CHARACTER EDUCATION

Eleven Principles of Effective Character Education

Tom Lickona
Eric Schaps
Catherine Lewis

There is no single script for effective character education, but there are some important basic principles. The following eleven principles serve as criteria that schools and other groups can use to plan a character education effort and to evaluate available character education programs, book, and curriculum resources.

1. Character education promotes core ethical values as the basis of good character. Character education holds, as starting philosophical principle, that there are widely shared, pivotally important core ethic values – such as caring, honesty, fairness, responsibility and respect for self and others-that form the basis of good character. A school committed to character education explicitly names and publicly stands for these values; promulgates them to all members of the school community; defines them in terms of behaviors that can be observed in the life of the school; models these values; studies and discusses them; uses them as the basic human relations in school; celebrates their manifestations in the school and community; and upholds them by making all school members accountable to standards of conduct consistent with the core values.

   In a school committed to developing character, these core values are treated as a matter of obligation, as having a claim on the conscience of the individual and community. Character education asserts that the validity of the values, and our obligation to uphold them, derive from the fact that such values affirm our human dignity; they promote the development and welfare of the individual person; they serve the common good; they meet the classical ethical tests of reversibility (Would you want to be treated this way?) and universalizability (Would you want all persons to act this way in a similar situation?); ad they define our rights and responsibilities in a democratic society. The school makes clear that these basic human values transcend religious and cultural differences and express out common humanity.
2. "Character" must be comprehensively defined to include thinking, feeling and behavior. In an effective character education program, character is broadly conceived to encompass the cognitive, emotional and behavioral aspects of the moral life. *Good character consists of understanding, caring about, and acting upon core ethical values.* The task of character education therefore is to help students and all other members of the learning community know "the good" value it, and act upon it. As people grow in their character, they will develop an increasingly refined understanding of the core values, a deeper commitment to living according to those values, and a stronger tendency to behave in accordance with those values.
3. Effective character education requires an intentional, proactive, and comprehensive approach that promotes the core values in all phases of school life. Schools committed to character education look at themselves through a moral lens and see how virtually everything that goes on in school affects the values and character of students. An *intentional and proactive* approach plan deliberate ways to develop character, rather than simply waiting for opportunity to occur. *A comprehensive approach uses* all aspects of schooling – the teacher's example, the discipline policy, the academic curriculum (including the drug, alcohol and sex education curriculum), the instructional process, the assessment of learning, the management of the school environment, relationships with parents, and so on – as opportunities for

character development. "Stand alone character education programs can be useful first steps or helpful elements of an ongoing effort but must not be considered a substitute for a holistic approach that integrates on character development into every aspect of school life.

4. The school must be a caring community. The school itself must embody good character. It must progress toward becoming a microcosm of the civil, caring, and just society we seek to create as a nation. The school that can do this be becoming a moral community that helps students form caring attachments to adults and to each other. These caring relationships will foster both the desire to learn and the desire to be a good person. All expectations of groups that meet this need. The daily life of classrooms as well as all other parts of the school environment (e.g., the corridors, cafeteria, playground and school bus), must be imbued with core values such as concern and respect for others, responsibility, kindness and fairness.
5. To develop character, students need opportunities for moral action. In the ethical as in the intellectual domain, students are constructive leaners; they learn best by doing. To develop good character, they need many and varied opportunities to apply values such as responsibility and fairness in everyday interactions and discussions. By grappling with real-life challengers – how to divide the labor in a cooperative learning group, how to reach consensus in a class meeting, how to carry out a service learning project, how to reduce fights on the playground – students develop practical understanding of the requirement of fairness, cooperation and respect. Through repeated moral experiences, students can also develop and practice the moral skills and behavioral habits that make up the action side of character.
6. Effective character education includes a meaningful and challenging academic curriculum that respects all learners and help them succeed. Character education and academic learning must not be conceived as separate spheres; rather there must be a strong, mutually supportive relationship. In a caring classroom and school where students feel liked and respected by their teachers and fellow students, students are more likely to work hard and achieve. Reciprocally, when students are enabled to succeed at the work in school, they are more likely to feel valued and cared about as individuals.

   Because students come to school with diverse skills, interest and needs, a curriculum that helps all students succeed will be one whose content and pedagogy are sophisticated enough to engage all learners. That means moving beyond a skill-and-drill, paper-and-pencil curriculum to one that is inherently interesting and meaningful for students. A character education school makes effective use of active teaching and learning methods such as cooperative learning, problem-solving approaches, experience-based projects, and the like. One of the most authentic ways to respect children is to respect the way they learn.
7. Character education should strive to develop students' intrinsic motivation. As students develop good character, they develop a stronger inner commitment to doing what their moral judgment tell them is right. Schools, especially in their approach to discipline, should strive to develop the intrinsic commitment to core values. They should minimize reliance on extrinsic rewards and punishments that distract students' attention from the real reasons to behave responsibly: the rights and needs of self and others. Responses to rule breaking should give students opportunities for restitution and foster the students' understanding of the rules a willingness to abide by them in the future.
8. Similarly, within the academic curriculum, intrinsic motivation should be fostered in every way possible. This can be done by helping students experience the challenge of interest in subject

matter, the desire to work collaboratively with other students, and the fulfillment of making a positive difference in another person's life in their school or community.

The school staff must become a learning and moral community in which all share responsibility: character education and attend to adhere to the same core values that guide the education of students. Three things need attention here. First, all school staff – teacher, administrators, counselors, coaches, secretaries, cafeteria workers, playground aides, bus drivers – must be involved in learning about,

discussing and taking ownership of the character education effort. All of these adults must model the core values in their own behavior and take advantage of the other opportunities they have to influence the character of the students with whom they come into contact.

Second, the same values and norms that govern the life of students must govern the collective life of the adult members of the school community. If students are to be treated as constructive learners, so must adults. They must have extended staff development of many opportunities to observe and then try out ways of integrating character education practices into their work with students. If students are given opportunities to work collaboratively and participate in decision-making that improves classrooms and school, so must adults. If a school's staff members do not experience mutual respect, fairness and cooperation in their adult relationships they are less likely to be committed to teaching those values to students.

Third, the school must find and protect time for staff reflection on moral matters. School staff, through faculty meetings and smaller support groups, should be regularly asking: What positive character-building experience is the school already *providing* for its students? What negative moral experiences (e.g., per cruelty, student cheating, adult disrespect of student, litter of the grounds) is the school currently *failing to address?* And what important moral experiences (e.g., cooperative learning, school and community service, opportunities to learn about and interact with people from different racial, ethnic and socioeconomic background) is the school now *omitting?* What school practices are at odds with its professed core values and desire to develop a caring school community? *Reflection of this nature is an indispensable condition for developing the moral life of a school.*

9. Character education requires moral leadership from both staff and students. For character education to meet the criteria outlined this far, there must be leaders (a principal, another administrator, a lead teacher) who champions the effort and, at least initially, a character education committee (or several such support groups, each focused on a particular aspect of the character effort) with responsibility for long-range planning and program implementation. Over time, the functions of this committee may be taken on by the schools' regular governing bodies, students should also be brought into roles of moral leadership through student government, peer conflict mediation programs, cross-age tutoring and the like.
10. The school must recruit parents and community members as full partners in the character building effort. A school's character education mission statements should state explicitly what is true: Parents are the first and most important moral educators of their children. Next, the school should take pains at every stage to communicate with parents about the school's goals and activities regarding character development – and how families can help. To build trust between home and school, parents should be represented on the character leadership committee that does the planning, the school should actively reach out to "disconnected" subgroups of parents, and all parents need to be informed about – and have a chance to react and consent to

– the school's proposed core values and how the school proposes to try to teach them. Finally, schools and families will enhance the effectiveness of their partnership if they recruit the help of the wider community – businesses, religious institutions, youth organizations, the government and the media – in promoting the core ethical values.

11. Evaluation of character education should assess the character of the school, the school staff's functioning as character educators, and the extent to which students manifest good character. Effective character education must include effort to assess progress. Three broad kinds of outcomes merit attention:
    a. The character of the school: To what extent is the school becoming a more caring community? This may be assessed, for example, with surveys that ask students to indicate the extent to which they agree with statements such as, "Students in this school (classroom) respect and care about each other," and "This school (classroom) is like a family."
    b. The school staff's growth as character educators: To what extent have adult staff – teaching faculty, administrators and support personnel – developed understandings of what they can do to foster character development? Personal commitment to doing so? Skills to carry it out? Consistent habits of acting upon the developing capacities as character educators?
    c. Student character: To what extent do students manifest understanding of, commitment to and action upon the core ethical values? Schools can, for example, gather data on various character related behaviors: Has student attendance gone up? Fights and suspensions gone down? Vandalism declined? Drug incidents diminished?

Schools can also assess the three domains of character (knowing, feeling and behaving) through anonymous questionnaires that measure student moral judgment (for example, "Is cheating on a test wrong?"), moral commitment ("Would you cheat of you were sure you wouldn't get caught?") and self-reported moral behavior ("How many times have you cheated on a test or major assignment in the past year?"). Such questionnaires are administered at the beginning of a school's character initiative to get a baseline and again at later points to assess progress.

For More Information Contact:
The Character Education Partnership
1-800-988-8081

APPENDIX F:

TYPES OF INCIDENTS TO BE REPORTED TO LOCAL LAW ENFORCEMENT AGENCIES

Wallkill Central School District
Types of Incidents to be Reported to Local Law Enforcement Agencies

A. The possession and/or use of alcohol by a person under the age of twenty-one (21) on School District property or at a School District function;

B. The possession and/or use of any other drugs, without a valid prescription, including look-alikes, designer drugs and illegal substances on School District property or at a School District function;

C. The possession and/or use of illegal drug paraphernalia on School District property or at a School District function;

D. The illegal or life-threatening use of prescription or over-the-counter drugs on School District property or at a School District function;

E. Individuals being suspected of, found to be and/or admitting to being under the influence of drugs while on School District property, while in school or at a school-sponsored activity or function;

F. The possession of any firearm or other illegal weapon or other dangerous instrument on school property or at any school sponsored activity or function;

G. Acts or threats of severe or serious bodily harm made to anyone on school property or at a school sponsored event, activity or function.

Upon mutual agreement of Law Enforcement and the School District that there is a need for a police investigation of any matter, the resources available to Law Enforcement, as determined by Law Enforcement in consultation with the Assistant Superintendent of Schools for Support Services, may be used to detect and/or prevent unlawful activity on the School District premises or to protect the health, safety and welfare of the students, staff and community.

APPENDIX G:

SCHOOL CRIME SCENE MANAGEMENT

School Crime Scene Management

Evidence is very important in criminal cases. Therefore, only trained professionals should do the collection and preservation of evidence. These professionals are called crime scene technicians.
If you ask a crime scene technician to name the biggest problem that they encounter on the job, you will consistently hear – crime scene contamination.

Before those professionals arrive, it is important that the crime scene remain as uncontaminated as possible. There are things that can be done by people who arrive at the scene first to help protect the evidence

Since school employees will be first at a school crime scene, the State Police recommend that a person from the school staff be designated to manage the crime scene prior to police arrival.

The following pamphlet outlines an easily retainable acronym designed to assist responding school personnel in managing a school crime scene.



R espond

E valuate

S ecure

P rotect

O bserve

N otify

D ocument

Respond…

- Personal safety – Your safety comes first! You can't help others if you are injured.
- Organize your thoughts and formulate a plan on how to handle the situation.
- Make mental notes of your observations.

Evaluate…

- Evaluate the severity of the situation. Is the crime/incident in progress or not? School Emergency Response Planning Team should be calling 9-1-1 if appropriate.
- Identify all involved and uninvolved individuals in the area. Emergency response personnel should be offering aid to the victims.
- Be aware of weapons and hazards.
- Be aware of potential violence.
- Don't touch anything unless necessary.

Secure…

- Clear away uninvolved people.
- Establish a perimeter with survey or custodial tape, cones, desks.
- Police will adjust perimeter if they need.

Protect…

- Safe-guard the scene-limit and document people entering the area.
- Don't use phones or bathrooms within the area.
- Don't eat, drink or smoke in the area of the scene.

Observe…

- Write down your observations – these notes will be utilized to report crime scene management to responding police. Your notes could possibly be used at a later date in criminal court.
- Record Detailed information – don't rely on memory.

Notify…

- Call 911 (Police/EMS/Fire Personnel), if not already called or there.

Document…

- Take good notes – Such as: time, date, people at scene, weather, doors open or closed, lights on or off and position of furniture.
- Be prepared to provide you notes and information to police.

APPENDIX H:

ARMED STUDENT OR HOSTAGE FLOW CHART

Armed Student or Hostage Flow-chart *(Developed by J. Berra Engineering, Inc.)*

CONFIDENTIAL

APPENDIX I:

SAMPLE TEACHER'S EMERGENCY PROCEDURES

Sample Teacher's Emergency Procedures

CONFIDENTIAL

APPENDIX J:

SAMPLE PRINCIPAL'S EMERGENCY PROCEDURES

Sample Principal's Emergency Procedures

CONFIDENTIAL

APPENDIX K:

DATA SECURITY AND PRIVACY

REGIONAL AND STATE-WIDE INCIDENT SUPPORT

MID-HUDSON REGIONAL INFORMATION CENTER (MHRIC)

CONFIDENTIAL

APPENDIX L:

INCIDENT SUMMARY REPORT

INCIDENT SUMMARY

Categories	Information
Type of Incident	
Date Incident Originated	
Date Incident Was Detected	
By Whom Was Incident Detected	
How Was Incident Detected	
Scope of Incident (Districts / Systems Affected)	
Date Incident Corrected	
Corrective Action Types (Training, Technical, etc)	

Summary of Incident Symptoms

Summary of Incident Type and Scope

Summary of Corrective Actions

Summary of Mitigation Processes and Internal Communication

Communications Log (Attach drafts for written communications, synopsis for verbal communication)

Communication Date	Communication Type	Recipient(s)	Purpose

APPENDIX M:

PROCESS IMPROVEMENT PLAN

PROCESS IMPROVEMENT PLAN

Area of Success Summary

Area in Need of Improvement Summary

Recommended Improvements to Avoid Future Incidents

Recommended Improvements to the Cyber Security Incident Response Plan

Improvement	Timeframe	Cost

APPENDIX N:

INCIDENT LOG

INCIDENT LOG

Incident Title **Incident Opened Date**

Incident Description

Action/Event	Date/Time	Performed/ Reported by	Details

APPENDIX O:

SAMPLE PARENT LETTER

DATE

Dear Parents/Guardians,

This letter is to inform you of an incident that occurred within the **XXXXXXX**. This incident resulted in student/staff/etc data being compromised by an outside entity. Our Incident Response Team acted quickly to assess and mitigate the situation.

At this time, we are able to share the following details:
[insert a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate]

Please know that **XXXXXXX** is committed to protecting and securing educational data. Our team has extensive training in data security and privacy, and our systems have many controls in place to protect your child's educational records. Our team is working with a group of experts to review the incident and implement appropriate measures to protect against this type of incident from occurring in the future.

Please contact **XXXXXXX** with any questions you may have regarding this incident and our response.

Sincerely,

APPENDIX P:

SAMPLE
STAFF MEMO

DATE

Dear Staff,

Dear Staff,

This letter is to inform you of an incident that occurred on **DATE** within the **XXXXXXX**'s **YYYYYYY** system. This incident resulted in **student/staff/etc** data being compromised by an outside entity. Our response team acted quickly to assess and mitigate the situation.

I wanted to ensure that you have key details of the incident so you are well-informed when speaking with your students and colleagues. Please note that **XXXXXXX** administration is handling communication with the community and affected parties. Should you receive any related inquiries, please direct them to **XXXXXXX.**

At this time, we are able to share the following details:
[insert a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate]

As more details become available we will disseminate them as appropriate. Please contact **XXXXXXX** should you have any questions or immediate concerns regarding this incident.

Sincerely,

APPENDIX Q:

COMPLAINT FORM

Parents, eligible students (students who are at least 18 years of age or attending a postsecondary institution at any age), principals, teachers and employees of an educational agency may file a complaint about a possible breach or improper disclosure of student data and/or protected teacher or principal data using this form. A privacy complaint may be made using this online form or by mailing this form to the district's Data Protection Officer at PO Box 310, Wallkill, NY 12589.

CONTACT INFORMATION

First Name:

Last Name:

Phone Number:

Email:

Role:

IMPROPER DISCLOSURE OR BREACH INFORMATION

Date Violation Occurred:

Description of Data Compromised:

Description of Improper Disclosure or Breach:

Additional Information:

APPENDIX R:

COMPLAINT LOG

COMPLAINT LOG

Complainant Name	Date Complaint submitted
Description of the Complaint	
Findings	
Date the Finding Report was Shared with Complainant	

PART 121 OF THE COMMISSIONER'S REGULATIONS REQUIREMENT

Educational agencies must maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004), as set forth in section 185.12, Appendix I of this Title.

APPENDIX S:

SAMPLE COMPLAINT REPORT

DATE

Dear **XXXXXXX**,

On **XXXXXXX** you notified **XXXXXXX** about a possible breach or improper disclosure of student data. Our Incident Response Team acted quickly to assess the situation and the report below summarizes the results of our investigation.

[insert a brief description of the complaint and findings]

XXXXXXX is committed to protecting and securing educational data. Please contact **XXXXXXX** with any questions you may have regarding the investigation and this report.

Sincerely,

APPENDIX T:

TECHNOLOGY DEPARTMENT RESPONSE

Technical Services Cyber IRS Action Plan

CONFIDENTIAL

APPENDIX U:

BUSINESS OFFICE RESPONSE

Business Office Procedures

CONFIDENTIAL

APPENDIX V:

OFFICE OF EDUCATIONAL SERVICES RESPONSE

Office of Educational Services Cybersecurity Response:

CONFIDENTIAL

Appendix W

Plan Relationship: Cybersecurity Incident Response and Disaster Recovery

Appendix X

Wallkill Central School District Disaster Recovery Plan

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of June 2026, between the TOWN OF SHAWANGUNK, a municipal corporation of the State of New York, with offices at PO Box 247, Wallkill, New York, 12589, hereinafter referred to as "Town", and the WALLKILL CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 1500 Route 208, Wallkill, New York, 12589, hereinafter referred to as "School District".

WITNESSETH:

WHEREAS, the Town presently maintains the police department with full and part-time police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide School Resource Officers (hereinafter referred to as "SROs") and Special Patrol Officers (hereinafter referred to as "SPOs"), who shall be a police officer of the Town of Shawangunk, assigned to the Wallkill Central School District, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to cooperatively fund a program involving SROs who are members of the Town of Shawangunk Police Department and assigned to perform community liaison services in the School District, primarily at the Middle School. The job responsibilities of the SROs are outlined in the School Resource Officer Program Outline, and annexed hereto as Appendix "A".

2. The Town and School District agree to cooperatively fund a program involving SPOs who are members of the Town of Shawangunk Police Department and assigned to maintain order and perform security-related services in the School District, at School District elementary school within the Town. The job responsibilities of the SPOs are annexed hereto as Appendix "B."

3. The SROs and SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matters shall remain the province of the District and the SROs and SPOs shall not be involved in such matters except to the extent that the SROs and SPOs' presence is needed to maintain a safe school environment. (Appendix "A" and "B")

4. The Town shall make the initial assignment of the SROs and SPOs to the School District, subject to the School District's approval. The Town will be responsible for providing one SRO and one SPO to the School District each day school is in session. If it is anticipated that an SRO is to be absent for less than five (5) consecutive school days, or the SRO is in fact absent for less than five (5) consecutive school days, the Town will provide additional patrol to check in at the Wallkill Middle School on the

day(s) that the SRO is absent. If it is anticipated that the SRO is to be absent for five (5) or more consecutive school days, or the SRO is in fact absent for five (5) or more consecutive school days, the Town will provide a replacement officer to the School District.

5. The School District shall have the right to request that the Town replace the SRO with another officer at the districts expense within one year of the initial appointment for the full time SRO. The School District's request shall not be unreasonably denied by the Town.

6. The salary and benefits, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the Town shall be the sole employer of the SROs and SPOs. As the employer, the Town will: (1) maintain all necessary personnel and payroll records for the SROs and SPOs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs and SPOs; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.

7. In connection with the performance of this agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.

8. The Town will assure that it will abide by federal and state confidentiality statutes including, but not limited to the Family Educational Rights and Privacy Act "FERPA"), to the same extent that it must be complied with by the School District.The obligation to preserve the confidentiality of student information shall survive the termination of this agreement.

9. The School District agrees to reimburse the Town for SRO and SPO services as follows (**Billed Monthly**):

***(If a full time officer is used)**

2026-2027 School Year $83.33 per hour

* Based on a 40 hour week. Overtime for special events at the district request will be an additional at the overtime rate.

***(If a part time officer is used)**
2026-2027 School Year $58.27 per hour

(If a part time officer is not a member of state retirement)

2026-2027 School Year $48.75 per hour

Payments will be made on a monthly basis in the amount of 1/10th of the annual

reimbursement (September through June) for the full time SRO. The Part time SROs and SPOs will be billed for their actual hours worked.

(Since officers are scheduled 30 days in advance, anytime school closes without 30 days prior notice, the school district will compensate the town for the officer's time, since the town is required to pay him for the shift)

10. The SROs will be working the 7:00 a.m. to 3:00 p.m. shift for the Town of Shawangunk Police Department, but shall be assigned to the School District when students are in attendance. The SROs shall report to the District in full uniform. The SROs shall be assigned the use of an office, computer, and telephone at the Middle School at no cost to the Town. The SROs will be subject to the District's Acceptable Use policy and all other policies that pertain to the use of the District's computers.

11. The SPOs will be assigned to the School District when students are in attendance each day school is in session between the hours of 8:30 a.m. and 3:30 p.m.

12. This Agreement is effective for a period September 1, 2026 through June 30, 2027. Either party may cancel this Agreement without cause upon providing the other party written notice of the intent to terminate at least ninety (60) days prior to the effective termination date. The District will be responsible for all employment related expenses that result from the termination of this agreement due to discipline or layoffs. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

13. This agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Shawangunk and a majority vote of the School Board for the Wallkill Central School District.

14. Any modifications of this Agreement must be in writing and executed with the same formality as the Agreement herein.

Date: 6/17/26

WALLKILL CENTRAL SCHOOL DISTRICT

BY: _____
Anthony White, Superintendent of Schools

Date: 5/27/26

TOWN OF SHAWANGUNK

BY: _____
Ken Ronk, Jr., Supervisor

APPENDIX A

SCHOOL RESOURCE OFFICER PROGRAM
OUTLINE

I. BRIEF REVIEW OF THE S.R.O. PROGRAM

A. OBJECTIVES OF THE S.R.O. PROGRAM

1. To maintain a safe campus environment that would be conducive to learning.
2. To create a unity between law enforcement and school officials.
3. To improve relationships between youth, law enforcement and community.
4. To serve as consultants to school, staff, parents and youth on safety matters.
5. To serve as role models to students.

B. ROLE OF THE S.R.O.

1. To utilize a triad approach for law enforcement programs outline the role of school officer as that of:
   a) Law enforcement officer
   b) Counselor
   c) Instructor

C. DUTIES OF THE S.R.O.

1. Serve as a visible, active law enforcement figure on campus, dealing specifically with law enforcement matters that originate on campus.
2. To serve as a resource to students which will enable them to be associated with law enforcement in the student's environment.
3. To serve as a resource for teachers, parents and students scheduling conferences to deal with individual problems or questions, particularly in the areas of criminal activity.
4. To appear before PTO's and other groups associated with the school campus to speak on a variety of requested topics.
5. S.R.O. will work with the school principal and the school staff according to school policy and the police department regulations.
6. The S.R.O. will coordinate all of his activities with the principal and staff seeking permission, advice and guidance prior to any problems within the school.
7. The S.R.O. upon request, will make himself available to conduct crime prevention presentations.
8. To serve as a liaison for outside law enforcement agencies in the event they wish to conduct formal interviews or questioning of students on campus. The S.R.O. will advise the agency of the school policy and concerns.
9. Disciplining students is a school responsibility. If the principal believes an incident is of a criminal nature, the S.R.O. will take action.
10. The S.R.O. will serve as a crisis intervention officer mediating in disputes in an attempt to learn the cause and work with the students in solving disputes in a non-violent manner.

THREE PRIMARY ROLES:

Law Enforcement Officer:

- Keeping the Peace (i.e., help settle disputes/conflicts between students, or between students and faculty).
- S.R.O.'s can conduct criminal investigations (This can include assisting the building administrator in investigating a matter and making recommendations for further law enforcement actions if necessary).
- S.R.O.'s can make arrests. In cases of criminal mischief, assault, drug related offenses, etc., the S.R.O. could make arrests.
- S.R.O.'s work with the school administration to review school safety prevention procedures and make recommendations for modification when appropriate.
- The S.R.O. could play a key role in investigating school truancy cases and making recommendations for further action such as filing a PINS.
- The S.R.O. could investigate child sexual assault cases.

Law Related Counselor:

- Provides guidance to the students, parents, teachers, staff and acts as a link to support services within and outside the school.
- Works with the Pupil Personnel Team members to identify students at risk due to knowledge the S.R.O. has of the student's family or community involvement.
- Serves as a mentor and role model to students identified by school personnel or through interpersonal relationships established with the students.
- Assists in the transportation of students to the psychiatric hospital if a student is a danger to himself or others.
- Assists students and parents in finding appropriate community resources.

Law Related Presenter:

- Presents special law enforcement expertise via presentations in the classroom in order to promote a better understanding of our laws.
- Participates in the District's Health and Safety Committee, School Safety Team and other inter-disciplinary teams as appropriate.
- Promotes programs that stress citizenship and positive moral development.
- Presents to faculty meetings, student groups such as Student Government, SADD

and the LEO Club on such topics as:

- Sexual harassment
- Child abuse and neglect
- Underage drinking and drugging
- Legal statutes
- Zero Tolerance Laws
- PINS and the Juvenile Justice System
- Motor Vehicle Laws
- Prevents School Violence

APPENDIX B

SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings. Special Patrol Officers have all the powers of a police officer, as set forth in §2.20 of New York's Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;

Performs a variety of related activities as required

AGREEMENT

THIS AGREEMENT, made by and between WALLKILL CENTRAL SCHOOL DISTRICT, having an office at 1500 Route 208, Wallkill, New York 12589 (hereinafter referred to as the "District"), and the TOWN OF PLATTEKILL, a municipal corporation organized and existing under the laws of the State of New York, having an office at 1915 Route 44-55, Modena, New York 12548 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the District desires to obtain certain specified professional services from the Town as more fully set forth hereunder; and

WHEREAS, the Town is willing to provide such professional services on the terms and conditions set forth herein and for the compensation stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Town shall furnish one (1) School Resource Officers (hereinafter "SROs") to the District to perform such services as more fully described in Schedule "A," attached hereto and made a parthereof.

SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town fifty-six dollars ($56.00) per hour per SRO for each hour the SRO(s) are carrying out his/her duties as set forth in Schedule "A". The District shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced.

Prior to the making of any payments hereunder, the District may, at its option and upon reasonable notice to the Town, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within seven (7) years following termination of this Agreement. In the event that the District fails to make a payment within thirty (30) days of the due date, the Town will, prior

to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on September 1, 2026 and terminate on June 30, 2027, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SROs shall be selected by the Town of Plattekill.

FIFTH: The SROs shall at all times be employees of the Town and shall follow all policies and procedures of the Police Department.

SIXTH: The SROs shall be assigned pursuant to a schedule that is determined at the discretion of the District. In the event that the District requires an SRO beyond regular school hours for the purpose of providing SRO services, the District shall be responsible for the payment of such SRO's overtime pay. Since officers are scheduled 30 days in advance, when school closes for unforeseen problems, such as weather related, pandemic or similar such events and where the school is closed, for an extended period of time (this excludes weather related closings) the school district will compensate the town for the officer's time for the shifts he/she is scheduled.

SEVENTH: The SROs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District, this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matter shall remain the province of the District and the SROs shall not be involved in such matters except to the extent that the SROs' presence is needed to maintain a safe school environment.

EIGHTH: Either party, upon sixty (60) days' notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town shall be compensated, and the District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

NINTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its rights, obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

TENTH: The District agrees to protect, defend, indemnify and hold harmless the Town and its officers, employees and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, lawsuits, proceedings and causes of action and judgments of every kind and character whatsoever arising from and/or in connection with the District's acts, omissions and/or negligent performance of its obligations under this Agreement and/or performance hereof. The District further agrees to indemnify the Town for any damage to Town property which arises out of the District's negligence in connection with this Agreement. The Town shall indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SROs.

The Town will be responsible to provide the District proof of Professional Liability, law enforcement liability and automobile insurance for SROs' services provided under this Agreement. The District will be named as an additional insured on all Policies except Auto. The District shall add ISO endorsement CG 24 04 to its general liability policy for the benefit of the Town. The Town shall be named as an additional insured under the District's liability insurance policy. The Town shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage upon the execution of this Agreement.

ELEVENTH: In connection with the performance of this Agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.

The Town will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement, except where required to be disclosed by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the District:

Wallkill Central School District
1500 Route 208
P.O. Box 310
Wallkill, New York 12589

To the Town:

Town of Plattekill
1915 Route 44-55
P.O. Box 45
Modena, New York 12548

THIRTEENTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Ulster County, New York.

FIFTEENTH: The District is required to provide the Certificate of Insurance as set forth in the ninth paragraph before this Agreement will be finalized and/or executed by the Town.

SIXTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the District and the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement in Wallkill, New York, on the date hereinabove set forth.

Michael Lembo
TOWN OF PLATTEKILL

4/14/26
DATE

WALLKILL CENTRAL SCHOOL DISTRICT

6/17/26
DATE

ACKNOWLEDGMENT OF TOWN OF PLATTEKILL:

STATE OF NEW YORK)
) ss.:
COUNTY OF ULSTER)

On this 14 day of April, 2026 before me personally appeared Michael Lembo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Town Supervisor of the Town of Plattekill and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LINDA MARY BYRNES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BY6421707
Qualified in ULSTER County
Commission Expires 09/07/2029

Linda Mary Byrnes
Notary Public

ACKNOWLEDGMENT OF DISTRICT:

STATE OF NEW YORK)
) ss.:
COUNTY OF ULSTER)

On this 17th day of June, 2026 before me personally appeared Anthony White personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Superintendent of Schools of the Wallkill Central School District and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kelli Corcoran
Notary Public

Kelli Corcoran
Notary Public, State of New York
No. 01CO6304317
Qualified in Ulster County
My Commission Expires May 27, 2030

SCHEDULE A

SCOPE OF SERVICES

School Resource Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings.

A School Resource Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;
- Performs a variety of related activities as required.

County of Orange
Contract Cover Sheet

Date Recv'd by DGS:

Due Date for Contract:

Contract No.
2024 ✧ 0825
Law Dept. Use Only

GENERAL INFORMATION

Contract Start Date:	Contract End Date:	Department/Division/Board/Office:	Purchasing Dept. No.:
7/1/2024	8/31/2027	Sheriff's Office	

Vendor/Consultant/Agency/Contractor/Grantor(ee)/Lessor(ee)/Licensor(ee)/etc.: Wallkill Central School District

Vendor Code:

Contract Synopsis: Reimbursement for School Security Deputy services via the school security program.

Lead/Negotiator for County:	Lead/Negotiator for Vendor/Consultant/Grantee etc.:
Sergeant Diana Miller	Brian Devincenzi Assistant Superintendent Support Services

Name and Phone for Department personnel able to answer questions about this contract:
Sergeant Diana Miller (845) 291-7913

DEPARTMENT APPROVALS

By signing below, the Department Head acknowledges that:

- he or she read the enclosed documents;
- staff researched the contracting party and determined they are a responsible vendor/contractor/consultant; and
- best efforts were made to perform this procurement in compliance with all applicable state and local procurement laws, regulations and policies and the procurement laws, regulations and policies of any applicable state or federal grant program.

Department Head Approval: _____ **Date:** 07/05/24

Pay-to-Play Compliance

a) This contract/renewal/extension/change order/amendment was awarded ☐ to the low bid, as required by law, ☐ via sole source or ☐ as an emergency procurement **(If a box was checked, proceed to the appropriate section for the contract type on page 2. If no box was checked then complete (c) & (d) below before proceeding to page 2).**

b) For other than the above contracts, effective January 1, 2014, by signing below, the Commissioner of the Department of General Services, or his or her designee, confirms compliance with Sections 5 and 6 of the Pay-to-Play Local Law.

c) This contract requires approval by the ☐ County Executive ☐ County Clerk ☐ District Attorney ☐ Sheriff ☐ County Legislator or the designee of any of the foregoing (check all that apply).

d) The goods, services, real property purchased or the project funded under the contract ☐ were/was not ☐ were/was approved by a committee/board/commission or similar group to which the following County Elected Official(s) belong:
list name(s) of official(s)

Dept. of General Services Approval: Samantha Sweikata **Date:** 7/5/24

Law Dept. Approval as to Form Only: _____ **Date:** 7/5/2024

Budget Approval Deborah Slesinski **Date:** 07/18/2024

Risk Approval: Jennifer Ching **Date:** 7/8/2024

Human Resources Approval: _____ **Date:** _____

CONTRACT TYPE

Renewals /Extensions/Change Orders/Amendments

☐ This is a renewal of a contract permitted by the terms of the original contract.

☐ This is an extension, change order or amendment of a contract permitted by ☐ short-term extension provision ☐ professional services exemption (check professional services and select exemption in next section below) ☐ other: explain.

COMPLETE ALL OTHER APPLICABLE SECTIONS BELOW.

Contracts Other than Real Estate, Grant or Revenue Contracts

1) This procurement is authorized by Resolution No. of .

2) This procurement is funded by ☐ County funds OR ☐ grant funds for which supporting documents are attached. Further information is at (grant website url): .

3) Unless boxes 5 (a), (f), (g), (h), (i), (j), (k), (m), (n), (o), (p), (q) or (r) are checked below, the Department reviewed the reasonably expected Countywide aggregate spend for similar goods or services for the next 12 months from the start date of the contract and determined that the reasonably expected aggregate ☐ will or ☐ will not exceed $20,000 for purchase contracts which are goods or services (other than public works (construction and highway projects) or professional services) or $35,000 in public works (construction and highway projects) services, as applicable.

4) Number of bids, quotes or proposals received, if applicable . Awarded to lowest bid/highest scoring proposal yes

5) Check the procurement method used:

☐ a) **Preferred Source** (SFL 162)

☐ b) **Discretion of Comm. of DGS** (Purchase Contracts) **or Dept. Head** (Public Works) ≥ $10,000.01 (OC Proc. Policy Pt. IV & V)

☐ c) **Written Quotes** Purchase Contracts ≥ $10,000.01-$19,999.99 & Public Works ≥ $5,001-$34,999.99 (OC Proc. Policy Pt. IV & V)

☐ d) **Competitive Bid** Purchase Contracts ≥ $20,000 & Public Works ≥ $35,000 (GML 103(1))

☐ e) **Best Value** Purchase Contracts ≥ $20,000 & Public Works ≥ $35,000 (GML 103(1))

☐ f) **NYS OGS or GSA Schedule 70** (GML 104)

☐ g) **Other Orange County Contract or any NYS County's Contract** (GML 103(3))

☐ h) **Emergency** (GML 103(4) & OC Proc. Policy Pt. VIII)

☐ i) **Standardized Procurement** (requires legislative approval of standardized item) (GML 103(5))

☐ j) **Surplus or Second-Hand** (from Federal Gov't or NYS polit. subdivs., districts or public benefit corps.) (GML 103(6))

☐ k) **Group Purchasing Organization** (only Valley View, Dept. of Health CHAHA, Jail Infirmary & OFA Nutrition program) (GML 103(8))

☐ l) **NYS Food Product** (GML 103(8-a))

☐ m) **Pre-Qualified Bidders** (GML 103(15))

☐ n) **Federal, Other State or non-NYS County, political subdivision or district contract** (GML 103(16))

☐ o) **Professional Services** (OC Proc. Policy Pt. VI), (attach justification if required)

☐ This procurement was initiated prior to January 1, 2018 and is subject to the following requirements:

☐ discretion of Dept Head ≤ $10,000.00 ☐ seek 3 quotes if ≥ $10,000.01- $74,999.99, ☐ RFP required for ≥ $75,000.00

☐ This Professional Service procurement is subject to the following exemption:

Select exemption

☐ This procurement was initiated on or after January 1, 2018 and is subject to the following requirements:

☐ discretion of Dept Head ≤ $25,000.00 ☐ seek 3 quotes if ≥ $25,000.01- $99,999.99, ☐ RFP required for ≥ $100,000.00

☐ This Professional Service procurement is subject to the following exemption:

Select exemption

☐ p) **Sole Source or Single Source** (Vendor letter & Department Justification must be attached) (OC Proc. Policy Pt. VII)

☐ q) **Equipment Lease** (OC Proc. Policy Pt. IX)

☐ r) **Intermunicipal/State-Municipal/Interagency or similar agreement** authorized by (cite authorizing statute, e.g. General Municipal Law Article 5-G or §§ 99-h, 99-r, 99-u) PLEASE USE THE GRANT CONTRACTS SECTION BELOW FOR GRANTS.

Real Estate Contracts

Applicable supporting documents (e.g. title search, mortgages, regulatory agreement, etc.) MUST be enclosed.

Authorization for this transaction is in attached Res. No. of 20 and this transaction is ☐ revenue OR funded by ☐ County funds OR ☐ grant funds for which supporting documents are attached. Further information is at (grant website url):

Check type: ☐ Regulatory Agreement ☐ Lease ☐ License ☐ Easement ☐ Other: describe

Grant Contracts

☐ Grant Contract - Authorization for acceptance or disbursement of funding by County is in attached Res. No. of 20 for grant program (name & website url)

Revenue Contracts:

This contract generates revenue and is authorized by Resolution No. of

RFP issued? ☐ YES (enclose, if full copy is not incorporated in contract) ☐ NO

BUDGET INFORMATION		
Current FY Contract Amount $ **Total Contract Amount** $	**Requisition No.:**	**Purchase Order No.:** N/A- reimbursement funds to be received

SUPPLEMENTAL BUDGET INFORMATION		
Amount for Department: **Department:**	**Requisition No.:**	**Purchase Order No.:**
$		
$		
$		
$		
$		
$		
$		
$		
$		
$		
$		
$		

Explanatory Note from Department (only if absolutely necessary)

AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS AS SCHOOL SECURITY DEPUTIES

THIS AGREEMENT ("Agreement") dated as of July 1, 2024 is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and **WALLKILL CENTRAL SCHOOL DISTRICT**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 1500 Route 208, PO Box 310, Wallkill, NY 12589 ("School District"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, School District is desirous of obtaining County's services, through OCSO, on a part-time basis through provision of Deputy Sheriffs to respond to campus-wide threats to safety, as more particularly set forth in this Agreement ("School Security Program"); and

WHEREAS, County is willing to provide such services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between County and School District as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.

2. **SCOPE OF SERVICES.** The Parties acknowledge that the scope of the School Security Program is limited to threat assessment and termination of acts of violence aimed against the School District campus(es) or the persons thereon, and coordinating a larger police response to such threats ("Services"). The School Security Program is not intended to replace traditional security guard functions, such as traffic control, intervening during student altercations, responding to student disciplinary issues, handling criminal or custody complaints, warrants, lost or missing property, and the like. The Parties hereby acknowledge that, to the extent School District desires County to provide services other than those identified as Services under this Agreement ("Additional Services"), or provide services of any type at a location other than those designated at Schedule 3(a) to this Agreement, as discussed below, ("Off-Campus Event"), such Additional Services and/or Off-Campus Events would fall outside the scope of this Agreement.

3. **PROVISION OF DEPUTY SHERIFFS.** On the terms and conditions set forth in this Agreement, County, through OCSO, will provide a sufficient number of part-time school security Deputy Sheriffs to participate in the School Security Program (each a "School Security Deputy" or "SSD") necessary to provide Services, in County's sole discretion, as follows:

   a. **Campus(es).** One or more SSDs shall be assigned to each of the School District campus(es) listed on Schedule 3(a) annexed hereto and incorporated herein by reference (each a "Campus" and together, the "Campuses").

b. Schedule.

i. School Year; Service Dates and Times; Floor Plan. County shall provide SSDs from September 1st through June 30th of each year during the Term ("School Year") on such dates and at such times as designated by School District ("Service Dates and Times"). School District shall notify County annually in writing, through the OCSO SPOC (as defined in Section 5, below) of the Service Dates and Times for each School Year no later than the July 1st immediately preceding the start of that School Year (or upon full execution of this Agreement should full execution occur after July 1st of the year in which this Agreement is fully executed) and shall provide with each such notice an updated and legible floor plan of each Campus to which it requests County to provide SSDs hereunder. School District shall confirm in each such notice whether Services are requested on dates in which school is not in session, e.g., Superintendent's Conference Days.

ii. Summer Term. In the event School District wishes to procure Services under this Agreement from July 1st through August 31st ("Summer Term") of any year during the term of this Agreement, School District shall so notify County in writing, through OCSO SPOC no later than June 1st of each year in which School District desires Services for the Summer Term (or upon full execution of this Agreement should full execution occur after June 1st of the year in which this Agreement is fully executed), along with a list of the proposed Campuses, Service Dates and Times for such Services during the Summer Term. County shall review School District's request and inform School District of its decision whether to provide Services during such Summer Term as soon as reasonably practicable. In the event the Parties agree for County to provide Services during a Summer Term, the Parties hereto shall memorialize their understanding in a signed addendum in substantially the form as annexed hereto as Exhibit "A" for each such Summer Term.

iii. On-Campus Events. In the event School District wishes to procure Services under this Agreement for any event to be held on a School District Campus for which one or more SSD(s) are assigned under this Agreement ("On-Campus Event"), School District shall so notify County of its request in writing, through OCSO SPOC at least thirty (30) calendar days in advance of such On-Campus Event, along with the proposed Service Dates and Times for such Services during the On-Campus Event. County shall review School District's request and inform School District of its ability to provide the requested Services for the On-Campus Event as soon as reasonably practicable. In the event the Parties agree for County to provide Services during an On-Campus Event, the Parties hereto shall memorialize their understanding in a signed addendum in substantially the form as annexed hereto as Exhibit "B" for each such On-Campus Event.

iv. Schedule Changes. School District shall notify County in writing via the OCSO SPOC of all changes to Service Dates and Times, whether during a School Year or a Summer Term, as soon as reasonably practicable but in no event less than five (5) days in advance of the change, except in the event of an emergency or weather-related closing or delay, in which case School District shall make best efforts to notify County immediately. School District acknowledges and agrees that the SSD(s) assigned to the

School District's Campus(es) will work up to an eight (8) hour day unless the School District SPOC provides written notice to the OCSO SPOC by email of a change in the calendar as contemplated above. In the event School District desires that an SSD report to a Campus early before their normal start time, or stay on a Campus past their scheduled end time (either situation calling for the provision of "Additional Time" by County), School District must first contact County via the OCSO SPOC and obtain County's approval for such Additional Time. In consideration of the limit on work hours for SSDs described in Section 3(c), below, School District acknowledges and agrees that the provision of such Additional Time may result in County adjusting the number and identity of SSD(s) provided to School District during the biweekly pay period, as described herein, in which the Additional Time is incurred.

v. **School District expressly acknowledges that time is of the essence with regard to the provisions of this Section 3(b) which impose time constraints on School District, and School District's failure to timely notice County in any of the circumstances described in this Section 3(b) may result in County's inability to perform under this Agreement. School District hereby expressly waives, and agrees to hold County harmless from, any and all claims and/or damages arising from County's inability to perform under this Agreement as a result of School District's failure to abide by the timeliness provisions in this Section 3(b), and acknowledges and agrees that County's inability to perform in such circumstance shall not be deemed a breach of this Agreement.**

c. **Maximum Hours of Work; Breaks.** The Parties expressly acknowledge and agree that each of the SSDs shall each be limited to working no more than thirty-eight (38) hours biweekly. During each day in which an SSD provides Services hereunder, such SSD shall be permitted to take such personal and meal breaks as required by applicable law.

d. **Non-Exclusivity.** The SSDs may perform other duties for the County and/or OCSO when not performing Services hereunder.

e. **Qualifications; Training.** The SSDs shall be sworn Deputy Sheriffs, and possess the requisite knowledge, experience, training, education, appearance, attitude, communications skills, and demeanor to perform the Services. OCSO shall provide in-service training to its SSDs to enable the SSD(s) assigned to the School District's Campus(es) to function efficiently. School District shall train the Deputy Sheriffs on school policies, Family Educational Rights and Privacy Act ("FERPA"), applicable regulations and procedures all as may be amended during the Term of this Agreement, and may provide training in other matters relating to students and their safety.

f. **Selection.** The SSD(s) will be chosen by the Orange County Sheriff (or his/her designee) and subject to removal for cause on mutual agreement of the School District and the OCSO in accordance with the terms and conditions of this Section 3(f). If the Superintendent of the School District (or his/her designee) is dissatisfied with the performance of an SSD's duties and/or responsibilities hereunder, the Superintendent of the School District shall first notify the Orange County Sheriff (or his/her designee) and request a meeting to discuss the basis of the dissatisfaction. If the issue(s) raised by the

School District Superintendent are not satisfactorily resolved during this meeting, the Superintendent of the School District (or his/her designee) may request that another individual be assigned to serve in that position, which request will be accommodated if the OCSO's staffing can accommodate such reassignment; otherwise School District may terminate this Agreement for convenience in the manner provided for in Section 9(b) hereof.

g. **Employment Status; Discipline; Chain of Command of SSDs.** Each SSD is an employee of the County and remains responsive to the OCSO chain of command. SSDs are governed by Office Rules and Regulations relating to Orange County Deputy Sheriffs. The Orange County Sheriff (or his/her designee) will oversee all issues of discipline and hear all complaints with regard to individuals serving as SSDs. The County through OCSO possesses all authority with respect to the SSDs' employment status, under the civil service laws and the governing collective bargaining agreement(s). School District acknowledges and agrees that County, through OCSO, shall have the sole right to assign SSD(s) hereunder, and that neither School District nor any of its employees or agents shall in any manner request or direct an SSD to perform Services under this Agreement.

h. **Emergency Reassignments.** In the event of an emergency, in the sole and absolute opinion of the Orange County Sheriff (or his/her designee), one or more of the SSDs assigned to provide Services to the School District under this Agreement may be temporarily removed from the School District Campus(es) to which they are assigned and reassigned elsewhere by the OCSO. In such circumstance, County, through OCSO, will use best efforts to replace such SSD(s) with (an)other SSD(s) to such School District Campus(es), and to limit the amount of time in which such reassigned SSD(s) remain off of the Campus(es) to which they are assigned. School District hereby expressly waives, and agrees to hold County harmless from, any and all claims or damages arising from the emergency removal or reassignment of any of the SSDs supplied hereunder and further acknowledges and agrees that no emergency removal or reassignment as described in this Section 3(h) shall be deemed a breach of this Agreement.

i. **Tactical Weapons.**

i. Issuance Of Weapons. OCSO may issue the Deputy Sheriffs tactical weapons for use while participating in the School Security Program. Such weapons will be maintained consistent with the OCSO Office's Rules and Regulations. County will maintain insurance coverage for the tactical weapons. Upon School District's written request, the County will provide School District with a certificate of insurance evidencing the insurance coverage for the tactical weapons.

ii. Documentation Related to Tactical Weapons. School District may request documentation regarding the tactical weapons, which documentation shall not be unreasonably withheld. Loading and unloading of the tactical weapons will be done only in designated areas by the Deputy Sheriff(s). The tactical weapons will be examined and cleaned at least once a month. If any problems with any of the tactical weapons are discovered during that examination, it will be immediately reported to the OCSO and School District. A full inspection of each tactical weapon will be

conducted annually by a designee of the OCSO to determine its condition, safety, and reliability. Any tactical weapon found to be broken, worn or missing parts will be removed from service until repaired or replaced. Documentary proof of said monthly examinations and inspection shall be provided to School District upon its written request.

j. **County Vehicle.** County may provide a County vehicle for use by the SSD(s) assigned hereunder, upon School District's written request to County via the OCSO SPOC, subject to availability and the approval of the Orange County Sheriff (or his/her designee).

k. **Secure Room on Campus.** School District shall provide the SSD(s) assigned hereunder, at each School District Campus a properly lit private office equipped with a desk with drawers, chair, filing cabinet, office supplies, a computer with Internet service and email, and a location where files and records may be stored, which office shall only be used when performing duties in furtherance of this Agreement ("Secure Room"). The Secure Room must be capable of being locked and secured, such that the SSD(s) may periodically leave their radio and equipment in the room as needed.

4. **PAYMENT.**

a. **Compensation of SSDs by County.** The County shall pay the SSDs all wages and/or fringe benefits earned by them as evidenced by records maintained in accordance with Section 4(c) of this Agreement together with all taxes and other government mandated charges related to those wages and fringe benefits, if any. At all times during the Term (as defined in Section 8 hereof), the County shall be the sole employer of the SSDs. As the employer, the County will: (i) maintain all necessary personnel and payroll records for the SSDs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SSDs; and (v) provide workers' compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law or contract.

b. **School District Reimbursement of Compensation Paid by County.** School District shall reimburse County for all costs paid to, or on behalf of, the SSD(s) assigned to the School District's Campus(es), including all wages, fringe benefits, taxes and other government mandated charges related to those wages and fringe benefits ("SSD Operational Costs") in accordance with the invoices it receives from the County pursuant to Section 4(c)(iii), which payment shall be made net thirty (30) calendar days from receipt.

c. **Reimbursement for County Vehicle(s).** If School District requests one or more County vehicle(s) for use by the SSD(s) at the School District Campus(es) in accordance with Section 3(j), above, School District shall be responsible for, and shall reimburse County for, all costs for the use and operation of such vehicle, which includes, but is not limited to, all costs associated with use, maintenance, fuel, and repairs ("Vehicle Operational Costs"). Reimbursement for such Vehicle Operational Costs shall be made by School District to

the County net thirty (30) calendar days from receipt of invoice from the OCSO SPOC.

d. Recordkeeping And Invoicing.

i. Timekeeping Records.

1. School District Timekeeping. The School District shall maintain for its records a timekeeping system which tracks each SSD's time worked at the School District's Campus(es).

2. Deputy Sheriff Reporting. The County, through OCSO, will require each SSD to track their hours worked at the School District using Excel in a sheet approved by the OCSO, which Excel sheet will be emailed by each such SSD to their immediate supervisor in the OCSO, the OCSO SPOC and the School District SPOC on a biweekly basis consistent with the County's payroll periods.

3. OCSO Invoicing of School District. The OCSO SPOC or their designee will invoice the School District quarterly in arrears for all costs of the SSD Operational Costs and Vehicle Operational Costs incurred. Such invoices will be emailed by the OCSO SPOC to the School District SPOC.

5. DESIGNATION OF SINGLE POINTS OF CONTACT.

a. School District Single Point of Contact. School District hereby designates the following individual as the School District's administrative single point of contact ("School District SPOC"):

Name: Brian Devincenzi
Title: Assistant Superintendent for Support Services
Email: bdevincenzi@wallkillcsd.k12.ny.us
Phone: 845-895-7102

b. OCSO Single Point of Contact. The OCSO hereby designates the following individual as the OCSO's administrative single point of contact ("OCSO SPOC"):

Name: Diana Miller
Title: Sergeant
Email: OCSheriffSSD@orangecountygov.com
With CC to: Alicia Albertson at aalbertson@orangecountygov.com
Phone: 845-291-7913 [Desk] / 845-324-2160 [Cell]

In the event of an emergency where the OCSO SPOC cannot be reached, School District may contact the OCSO Patrol Division 24-hour contact line at 845.291.2329.

6. INSURANCE. The School District and the County each agree to maintain during the Term of this Agreement, at their respective sole cost and expense, a general comprehensive liability

insurance policy covering personal injury and property damage in the amount of FIVE MILLION ($5,000,000.00) DOLLARS. Upon the written request of a Party, the other Party will provide certificates of insurance evidencing such coverage.

7. **INDEMNIFICATION.**

a. **By County.** To the fullest extent permitted by law, the County shall protect, indemnify and hold harmless School District, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against School District, resulting from, arising out of, or relating to the County's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of School District, its employees and agents.

b. **By School District.** To the fullest extent permitted by law, School District shall protect, indemnify and hold harmless the County, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the County, resulting from, arising out of, or relating to the School District's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of the County, its employees and agents.

c. **Survival.** The obligations under this Section 7 shall survive any expiration or termination of this Agreement and shall not be limited by any remuneration herein or insurance coverage.

8. **TERM.** Subject to Section 15 hereof, this Agreement shall be effective for a period of three (3) years and two (2) months commencing July 1, 2024 and ending August 31, 2027 ("Term").

9. **TERMINATION.**

a. **Termination for Cause.**

i. Default; Opportunity to Cure. If either Party fails to perform, keep or observe any material term, provision, condition, covenant or agreement of this Agreement, the other Party may consider that Party to be in default (unless a Force Majeure causes the failure as contemplated by Section 11(c) of this Agreement) and may assert a default claim by giving the defaulting Party a written and detailed notice of default delivered in the manner provided for in Section 11(a) hereof. Except for a default by School District for failing to timely pay any amount when due under this Agreement, which the School District shall have ten (10) calendar days after delivery of the written notice of default for non-payment to cure, the defaulting Party will have thirty (30) calendar days after delivery of the notice of default in accordance with Section 11(a) hereof to cure said default. If the default is not curable within thirty (30) calendar days after delivery of the notice

of default, the defaulting Party must provide the other Party with a written and detailed cure plan, which plan shall be delivered in the manner provided in Section 11(a) hereof. The defaulting Party will begin implementing the cure plan immediately after delivery of written notice (with delivery being determined in accordance with Section 11(a) hereof) by the non- defaulting Party that it approves the plan. In the event the Parties cannot agree upon a cure plan despite good faith efforts, the non-defaulting Party may deliver in the manner provided for in Section 11(a) hereof a written notice of termination effective ten (10) calendar days from the date of delivery (with delivery being determined in accordance with Section 11(a) hereof).

ii. Failure to Cure; Termination for Default. If the defaulting Party fails to cure the default as provided in Section 9(a)(i) above, unless otherwise agreed to in writing signed by both Parties, the non-defaulting Party may immediately terminate this Agreement.

b. **Termination for Convenience.** In addition to termination for cause as provided in Section 9(a), either Party may, on ninety (90) calendar days prior written notice to the other Party delivered in the manner provided for in Section 11(a) hereof terminate this Agreement at any time for its convenience. In the event either Party terminates this Agreement under this Section 9(b), School District will pay the County all amounts due and owing for the use of SSD(s) through the date of such termination.

10. **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the School District and the individual signing this Agreement on behalf of the School District certifies, under penalty of perjury, that the School District has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

https://www.orangecountygov.com/1137/Human-Resources.

11. **GENERAL PROVISIONS.**

a. **Notice Provision.** Except for those communications exchanged between the School District SPOC and the OCSO SPOC as contemplated herein, all notices, consents, demands, requests, approvals, or any other communications required or permitted to be given under this Agreement by one Party to the other Party shall be made in writing, and shall be deemed to have been given on the date of delivery or refusal if personally served on the Party to whom notice is to be given; or on the next business day, if sent prepaid to

the Party to whom notice is to be given, by overnight mail from a nationally recognized private courier providing evidence of receipt and properly addressed; or on the third business day after mailing, if mailed to the Party to whom notice shall be given by First Class, Certified Mail, postage prepaid and properly addressed to the following:

If to School District:

WALLKILL CENTRAL SCHOOL DISTRICT
1500 Route 208, PO Box 310
Wallkill, NY 12589
Attn: Assistant Superintendent for Support Services

If to County:

COUNTY OF ORANGE
Orange County Sheriff's Office
110 Wells Farm Road
Goshen, New York 10924
Attn: Undersheriff

With a copy to:

COUNTY OF ORANGE
255 Main Street
Goshen, New York 10924
Attn: County Attorney

and/or to such other addresses and/or addressees as may be designated by notice given in accordance with the provision of this Section 11(a).

b. **Compliance With Laws.**

i. Applicable Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, Education Law, and Labor Law of the State of New York, all as may be amended during the Term.

ii. Confidentiality Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable federal and state confidentiality statutes, including, but not limited to, FERPA to the same extent that FERPA must be complied with by School District. School District acknowledges and agrees that County's adherence to FERPA, school policies, applicable regulations and procedures and other matters relating to students and their safety, is conditioned on School District's proper training on those subjects as described in Section 2(e), above. The obligation to preserve the confidentiality of student information shall survive the expiration or termination of this Agreement.

c. **Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

d. **No Assignment.** Neither Party shall assign, transfer, subcontract, or convey any of its rights, obligations, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Copies of all documentation pertaining to any assignment, transfer, subcontract, or conveyance of this Agreement shall be provided to the other Party. Any assignment, transfer, subcontract, conveyance, or other disposition without such prior written consent shall be void.

e. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach or omission.

f. **Severability.** In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

g. **Headings For Reference Only.** Headings and subheadings in this Agreement are included for convenient of reference only and shall not to be considered in construing the corresponding text of this Agreement.

h. **Amendments.** This Agreement may only be modified by mutual consent of the County and School District, and any such modification shall be in writing.

i. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

j. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.

k. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF ORANGE

Harold J Porr III Deputy County Executive

By: Harold Porr III

Stefan ("Steven") M. Neuhaus

for County Executive

Date: 7-22-24

WALLKILL CENTRAL SCHOOL DISTRICT

By: _____

Name: Kevin Castle

Title: Superintendent of Schools

Date: 6/20/24

Schedule 3(a)

Campus Name	Address
Leptondale Elementary School	48 Mill Street, Wallkill, NY 12589

EXHIBIT A

Summer Term Addendum

Per the terms of Section 3(b)(ii) of the Agreement, School District and County shall enter into a Summer Term Addendum for each Summer Term in which School District requests, and County agrees to provide, Services under the Agreement.

A form Summer Term Addendum for this purpose is on the following page.

SUMMER TERM ADDENDUM TO
AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS
AS SCHOOL SECURITY OFFICERS

THIS ADDENDUM ("Addendum") dated as of _____, 20__ is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and _____, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at _____ ("School District") in connection with that certain Agreement for the Provision of Deputy Sheriffs as School Security Officers dated as of July 1, 2024 ("Agreement"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties." All other defined terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted herein.

1. **SUMMER TERM SERVICES.** County hereby agrees to provide Services to School District during the Summer Term for the year 20__ ("20__ Summer Term") in accordance with the terms and conditions of the Agreement and during the Service Dates and Times provided by School District for said 20__ Summer Term. Services for the 20__ Summer Term shall be provided [at all of the Campus(es) designated on Schedule 3(a) of the Agreement *OR if there is to be a change in the Campus(es) for Summer Term:* at the following Campus(es) only:

Campus Name	Address

2. **INTEGRATION.** Except as modified by this Addendum, the Agreement shall remain unchanged and in full force and effect. If there shall be any conflict or inconsistency between the terms and conditions of this Addendum and the Agreement the terms and conditions of this Addendum shall control.

3. **SIGNATURES.** A manually signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Addendum.

IN WITNESS THEREOF, the Parties hereto have executed this Addendum as of the date first written above.

COUNTY OF ORANGE

N/A

By: _____
Name: Kevin Castle
Title: Superintendent of Schools
Date: 4/20/24

EXHIBIT B

On-Campus Event Addendum

Per the terms of Section 3(b)(iii) of the Agreement, School District and County shall enter into an On-Campus Event Addendum for each On-Campus Event (or for each series of On-Campus Events) in which School District requests, and County agrees to provide, Services under the Agreement.

A form On-Campus Event Addendum for this purpose is on the following page.

ON-CAMPUS EVENT ADDENDUM TO
AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS
AS SCHOOL SECURITY OFFICERS

THIS ADDENDUM ("Addendum") dated as of _____, 20__ is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and _____, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at _____ ("School District") in connection with that certain Agreement for the Provision of Deputy Sheriffs as School Security Officers dated as of July 1, 2024 ("Agreement"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties." All other defined terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted herein.

1. **ON-CAMPUS EVENT SERVICES.** County hereby agrees to provide Services to School District during the [describe the On-Campus Event] on [date(s)] and at [times] ("__DEFINED EVENT__") in accordance with the terms and conditions of the Agreement. Services for the __DEFINED EVENT__ shall be provided at the following Campus(es) only:

Campus Name	Address

2. **INTEGRATION.** Except as modified by this Addendum, the Agreement shall remain unchanged and in full force and effect. If there shall be any conflict or inconsistency between the terms and conditions of this Addendum and the Agreement the terms and conditions of this Addendum shall control.

3. **SIGNATURES.** A manually signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Addendum.

IN WITNESS THEREOF, the Parties hereto have executed this Addendum as of the date first written above.

N/A

COUNTY OF ORANGE

By: _____
Name: _____
Title: _____
Date: _____

_____

By: _____
Name: Kevin Castle
Title: Superintendent of Schools
Date: 6/20/24

AGREEMENT

(School Resource Officer at Wallkill Central School District)

THIS AGREEMENT is made by the **COUNTY OF ULSTER,** having its principal place of business at 244 Fair Street, Kingston, New York 12401 (hereinafter referred to as the **"County"**), and the **WALLKILL CENTRAL SCHOOL DISTRICT,** with offices at 1500 Route 208, Wallkill, New York, 12589 (hereinafter referred to as the "**District"**) (each, a "Party;" together, the "Parties").

WITNESSETH

WHEREAS, the County, by and through its Sheriff's Office (the "Sheriff's Office"), has the capacity to provide two (2) Deputy Sheriffs trained as School Resource Officer(s) ("SRO"); and

WHEREAS, it is the goal of the Sheriff's Office and the District to enter into a partnership to enhance the school environment with two (2) uniformed SROs who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

1.) To work cooperatively with District staff to address crime and disorder problems, gangs, drug activities affecting or occurring in or around the District's elementary or secondary schools, and other issues that jeopardize the safety of students, staff, and, visitors;

2.) To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;

3.) To develop and/or expand crime prevention efforts for students;

4.) To develop and/or expand community justice initiatives for students;

5.) To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;

6.) To make recommendations in connection with physical changes in the environment that may reduce crime in and around the District's schools;

7.) To assist the District staff in the creation of a safe school environment that is free of harm, intimidation, bullying, and weapons;

8.) To build working relationships with District staff as well as with student and parent groups;

9.) To present a positive role model of a law enforcement officer; and

10.) To change youth perception of law enforcement officers.

WHEREAS, the Chair of the County's Legislature, pursuant to Resolution No. _____ of the year 2026, is authorized to execute, on behalf of the County, an agreement for the services contained herein.

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

1. SCOPE OF SERVICES:

A. Attendance: The SROs shall provide services in the District each Monday through Friday when school is in session (approximately one hundred eighty-five [185] days), reporting to the District with the exception of vacation, sick leave, school holidays, winter and spring breaks and the summer months when school is not in session, etc. Vacation and sick leave are defined by the bargaining unit of the County Sheriff's Office. The SROs will be in attendance when students are present. Extended periods of

absence by the SROs, such as vacation, will take place only during school holidays or breaks.

B. Responsibilities of the SROs:

i. The SROs shall move freely at various locations in the District during the beginning of the day, during class breaks, lunches, and at the end of the school day to develop a positive rapport with students. The SROs shall position themselves in locations as requested by the District or, in the absence of such requests, in such building or location as the SROs shall deem necessary and appropriate to fulfill the responsibilities set forth herein:

ii. Assist in mediating negative situations in student-to-student and student-to-staff interactions;

iii. Investigate negative situations and fights as requested by District administration;

iv. Develop building-specific safety/security assessments;

v. Enforce the importance of school attendance for students working with truant students and their families, and by making home visits with District personnel when requested;

vi. Advise staff on issues of gang culture, drug use, and violence being introduced in the school environment;

vii. Assist in identifying students who are positive role models and can be trained to develop skills as peer mediators;

viii. Lecture and/or team teach and plan with staff when appropriate;

ix. Educate students about the forms of intimidation, bullying, and harassment;

x. Assist in staff development and training in issues like recognition of students under the influence of drugs and alcohol and introduction of gang formation and behavior into the school environment;

xi. Speak with parent groups on topics of school safety, drugs, alcohol, gang violence, and bullying;

xii. Use discretion in divulging confidential information exchanged between parents, teachers, social workers, social services, and fellow officers;

xiii. Cooperate in any disciplinary actions taken by the District in connection with New York State Education Law Section 3214; and

xiv. Comply with New York State fingerprinting requirements.

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

D. Supervision and Responsibility of the SROs: The SROs shall report directly to the Assistant Superintendent for business, who in turn is supervised by the Superintendent of Schools. The SRO will work directly with the building Principals on a day-to-day basis regarding situations and relationships in each of the District's schools. The SROs shall be subject to the District's policies and procedures when performing functions at the District's schools, unless otherwise provided in this Agreement. The District shall provide training in school policies, regulations and procedures, including FERPA. The SROs will also be under direct supervision of a Sheriff's Lieutenant who will oversee the activities, actions and performance of the SROs.

E. Delineation of Decision Making/Chain of Command: It is the policy of the Sheriff's Office that Deputy Sheriff's report to a Sergeant. Due to the unique situation of a Deputy Sheriff being physically situated in a school setting, the chain of command for the SROs will be assigned to a Lieutenant, as stated in sub-paragraph D above ("Supervision and Responsibility of the SROs").

2. TERM OF AGREEMENT: This Agreement shall take effect on **September 1, 2026,** and shall

continue in full force and effect until **June 30, 2027** (the "Term"), unless terminated at an earlier date as provided in paragraph 4 below ("Termination"). This Agreement shall be renegotiated each school year, prior to April 15th, in order to allow the cost to be included in the development of the District's annual budget.

3. **PAYMENT:** The District agrees to pay the County an amount equal to the actual salary and benefits of the SROs during the term of this Agreement for services to be performed by the County hereunder and as indicated on **"Schedule A"** which is attached hereto and made a part thereof. The County shall submit invoices to the District according to the schedule described in **"Schedule A"** and the District shall make payment of the amount of each invoice within thirty (30) days of receipt of such.

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

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

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

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

7. **INDEMNIFICATION OF COUNTY:** The District agrees to defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, and expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of the services performed pursuant to this Agreement, which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the District, its employees, representatives, subcontractors, assignees, or agents.

8. **INDEMNIFICATION OF BOARD:** The County agrees to defend, indemnify and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, and expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of the services performed pursuant to this Agreement, which the District, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act or omission of the County, its employees, representatives, subcontractors, assignees, or agents.

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

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

11. **CORPORATE COMPLIANCE:** The District agrees to comply with all Federal, State and local laws, rules and regulations governing the provision of goods and/or services under this Agreement. In particular, the District agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at https://ulstercountyny.gov/ulster-county-compliance-plan. Alternatively, a hard copy of the Plan will be provided upon the District's request. The District represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The District

shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General as well as the elements as recommended and/or mandated by New York State Office of the Medicaid Inspector General.

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

12. **NO ASSIGNMENT BY DISTRICT WITHOUT CONSENT:** This Agreement may not be assigned by the District nor its rights, title or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the County and any attempt to do so without first obtaining such written consent shall be void and of no force and effect.

13. **GOVERNING LAW:** The Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

14. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments, or modifications of any of the terms and/or conditions of the Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the scope of services in this Agreement shall not be binding, unless prior to the performance of any such services, the Chair of the Ulster County Legislature or the County's Director of General Services, after consultation with the Ulster County Attorney or designee, executes an amendment or modification to this Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for any such services. Unless otherwise provided for herein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

15. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors, and assignees shall be subject to and governed by this Agreement, which supersede any other understandings or writings between or among the Parties of this Agreement.

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

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

By: _____
NAME: Juan J Figueroa
TITLE: Sheriff
DATE: _____

COUNTY OF ULSTER

By:_____
NAME: Peter J. Criswell
TITLE: Chairperson, Ulster County Legislature
DATE: _____

WALLKILL CENTRAL SCHOOL DISTRICT

By:_____
NAME: Anthony White
TITLE: Superintendent of Schools
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

1. The District agrees to pay the County an amount not to exceed **TWO HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-FIVE and 42/100 ($228,555.42) DOLLARS** during the Term of this Agreement.

   The County shall submit invoices to the District, as follows:

INVOICE DATE	INVOICE PERIOD	INVOICE AMOUNT
January 15, 2027	September 1, 2026 - December 31, 2026	$91,422.17
April 15, 2027	January 1, 2027 - March 31, 2027	$68,566.63
July 15, 2027	April 1, 2027 - June 30, 2027	$68,566.62
	TOTAL:	**$228,555.42**

2. The District agrees to make payment within thirty (30) days of the date of the invoice submitted by the County.

3. The District agrees to permit the SROs use of the Electric Vehicle ("EV") Charging Station and Car Wash during working hours.

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

SCHEDULE B
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

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

The District shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the District shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

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

The Certificates of Insurance shall include:

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

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

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

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

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

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

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

IV. WORKERS' COMPENSATION REQUIREMENTS

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

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**

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

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

V. DISABILITY BENEFITS REQUIREMENTS

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

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

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

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

Other Conditions of Commercial General Liability Insurance:

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

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

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

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

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying

insurance coverage with no additional exclusions.
"Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

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

Coverage shall include:

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

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

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

X. CYBER LIABILITY INSURANCE

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

XI. SEXUAL ABUSE & MOLESTATION COVERAGE

[ ] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.