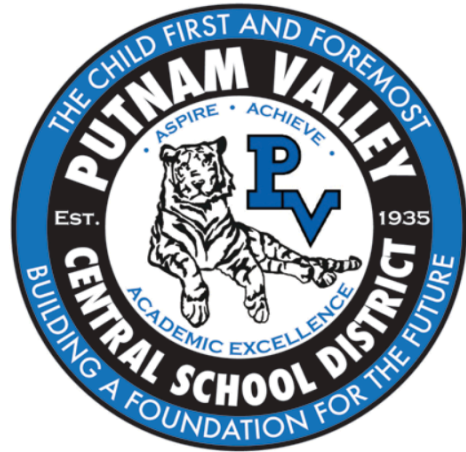




PUTNAM VALLEY

CENTRAL SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

UPDATED July 2026

To Be Adopted by the BOE: 08/25/26

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STATE REQUIREMENTS

Requirement	Required Action	Date	Check when Completed
The District-Wide School Safety Team was appointed by the Board of Education . ¹	Appointed by the Board of Education on:	6/11/26	☒
The District Chief Emergency Officer is: ² David Spittal, Director of Facilities, Operations, and Transportation, 845 526-7856, DSpittal@pvcsd.org	District Chief Emergency Officer Appointed on:	7/1/26	☒
The District-Wide School Safety Team conducted annual review and updates to the District-Wide School Safety Plan: ³	Annual Review and Updates completed on: July 16, 2026		☒
The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education: ⁴	Public Comment Period <u>Start Date</u>:	7/20/26	☒
At least one public hearing that provided for the participation of school personnel, parents, students, and any other interested parties, was held prior to adoption of the plan. ⁵	Date of Public Hearing/Adoption (by September 1st):	8/25/26	☐
District-wide plan must be submitted to the commissioner within 30 days after its adoption, and no later than October 1st . ⁶	District plan submitted in the NYSED business portal (no later than October 1st):		☐
The date the Board Adopted District-Wide School Safety Plan was posted on District Website : ⁷ Within 30 days from adoption and no later than October 1st.	Date Posted (no later than October 1st): [ADD URL] of District-wide School Safety Plan on District Website	8/26/26	☐

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

²155.17(c)(1)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer

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

⁴155.17(c)(3)(i) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption.

⁵155.17(c)(3)(i) Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties.

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

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

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

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

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

PURPOSE

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

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

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

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

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

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

The District ensures that these plans provide for the recognition of sudden cardiac arrest and similar life-threatening health emergencies, the use and accessibility of automated external defibrillators (AEDs), coordination with local emergency medical services, response at school-sponsored events including athletic activities, and staff training aligned with nationally recognized, evidence-based guidance such as that of the American Heart Association.

The Director of Facilities, Operations & Transportation, David Spittal, or person designated by the Superintendent of Schools, Dr. Jeremy Luft, will serve as the District's Chief Emergency Officer (CEO)¹⁰ whose duties shall include, but not be limited to:

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

¹⁰155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

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

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

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

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

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

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

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

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

9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of Section 27-C of the Labor Law.

IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation Regulation 155.17(b)(13) and NYS Education Law 2801-a¹⁹. At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District²⁰. The Safety Team shall include, but is not limited to, representatives of the school board, teacher, administrator, parent organizations, school safety personnel, bus drivers, monitors, and other school personnel as deemed necessary. At the discretion of the board of education, a student may be allowed to participate on the safety team.²¹ If the Board appoints or selects a student to participate on the safety team, in accordance with Regulation 155.17(b)(14) and EL 2801-A(4), no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

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

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

¹⁹2801-a Each district-wide school safety team shall be appointed by the board of education, or the chancellor in the case of the city school district of the city of New York, and shall include but not be limited to representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, and other school personnel including bus drivers and monitors.

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

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

of the District. These procedures may then be incorporated into the District's Emergency Management Plan.

7. Conduct all other business as deemed necessary.

DISTRICT SAFETY TEAM²²

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

REQUIRED MEMBERS	NAME	TITLE	OFFICE PHONE	ALTERNATE NUMBER (optional)
School Board	Barbara Parmly	BOE Representative	845 528-8143	bparmly@pvcasd.org
Teacher	Kristan McCarty	Teacher Representative	845 528-8092	kmccarty@pvcasd.org
Administrator	Dr. Jeremy Luft	Superintendent	845-528-8143	jluft@pvcasd.org
	Jackie Levine	Asst. Supt., Curriculum, Instruction & HR	845-528-8143	jlevine@pvcasd.org
	Matthew Mello	HS Principal	845-526-7847	mmello@pvcasd.org
	TBD	HS Asst. Principal	845-526-7847	@pvcasd.org
	Travis McCarty	MS Principal	845-528-8101	tmccarty@pvcasd.org
	Jaime Zecca	MS Asst. Principal	845-528-8101	jzecca@pvcasd.org
	Dr. Margaret Podesta	ES Principal	845-528-8092	mpodesta@pvcasd.org
	Carly Robey	ES Asst. Principal	845-528-8092	crobey@pvcasd.org
	Jeannie Denike	Public Relations	845-528-8143	jdenike@pvcasd.org
Parent Organization	Irene Flor	Parent Representative		il1184@aol.com
	Maureen Hendershot	Parent Representative		maureen-hendershot@hotmail.com
School Safety Personnel	David Spittal	School Safety Officer	914-474-1217	dspittal@pvcasd.org

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

Bus Driver	Michael Koenig	Bus Driver/Monitor	845-528-8900	mkoenig@pvcasd.org
Bus Monitor	Sarah Pellegrino	Bus Dispatcher /Monitor	845-528-8900	spellegrino@pvcasd.org
	Grace Chan	Asst. Superintendent of Business Administration	845-528-8125	gchan@pvcasd.org
	Mellissa Estrella	Director of PPS	845 5288143	mestrella@pvcasd.org
	David Spittal	Director of Oper. & Facilities	845-526-7854	dspittal@pvcasd.org
	Michael Lee	Director of Technology/CIO	845-528-8143	mlee@pvcasd.org
			845-528-7412	rwebb@pvcasd.org
			845-528-8143	jdenike@pvcasd.org
Athletic Director / PE Coordinator	Rob Webb	Director of Athletics, PE, and Health	845-528-7412	rwebb@pvcasd.org

CONCEPTS OF OPERATION

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

PLAN REVIEW & PUBLIC COMMENT

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

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

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

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

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

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

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

SECTION II RISK REDUCTION/PREVENTION AND INTERVENTION

PREVENTION AND INTERVENTION STRATEGIES²⁷

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

1. The District utilizes trained multidisciplinary Threat Assessment Teams (a.k.a. Behavioral Assessment Teams) at each building to evaluate threats and implement the appropriate mitigation strategies. The District provides support and record keeping for the activities of each team.
2. The District has established building level multidisciplinary Behavioral Assessment Teams which assess whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Assessment Team convenes annually to conduct staff training sessions on the safety and emergency procedures of such team²⁸
3. The District utilizes a multidisciplinary Behavioral Threat Assessment Team provided by Putnam Northern Westchester BOCES that assesses whether certain exhibited behaviors or actions need intervention or other support. The Behavioral Threat Assessment Team is available to the district whenever a threat is identified and requires evaluation.
4. The District Safety Team may utilize table top exercises to discuss their roles during an emergency and their responses to a sample emergency situation.²⁹
5. Any utilized school safety officers and other security personnel are trained annually with the assistance of one or more of the following collaborative relationships:
 - Emergency Responders
 - Regional BOCES
 - District Consultants
6. Training for school staff working in an incident control capacity may include:
 - Individual and group de-escalation techniques
 - Non-violent conflict resolution skills and

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

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

²⁹155.15(4)(1)(xiv)(3) Tabletop exercises may be utilized by school and district safety teams as a training resource and may include a discussion-based activity for staff in an informal classroom or meeting-type setting to discuss their roles during an emergency and their responses to a sample emergency situation.

- Peer mediation

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

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

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

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

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

- a. Security personnel
- b. Surveillance cameras
- c. Door-lock (buzzer) entry systems
- d. Portable Radios
- e. Alarm Systems
- f. Keypad or swipe entry systems
- g. Single or limited points of entry
- h. Identification cards and lanyards
- i. Safety vests

IMPROVING COMMUNICATION WITH STUDENTS

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

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

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

Each building has established a mechanism for the anonymous reporting of school violence and harassment and has communicated this to students and parents.³⁴

The school district's Code of Conduct is accessible to parents and students and reviewed with all students at the beginning of the school year. During the review with students, bullying, discrimination, harassment and violations of the Code of Conduct, along with consequences are discussed.

All staff members are trained in recognizing and effectively dealing with these behaviors, as outlined in the Code of Conduct.

In addition, each school has a wide range of programs and supports that impact school safety. These may include offering a variety of clubs, classroom lessons, small group lessons and/or individual counseling sessions, school-wide meetings, morning meetings in classrooms, assemblies, mindfulness rooms, yoga and movement breaks, and a variety of wellness opportunities. All members of the school district and community have access to the anonymous alerts reporting platform.

REPORTING THREATS OR ACTS OF VIOLENCE

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

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

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

TRAINING, DRILLS AND EXERCISES

Drills and Exercises:³⁵

General Guidelines for Drills

Trauma-Informed Approach: All drills conducted during the school day with students present will be conducted in a trauma-informed, developmentally, and age-appropriate manner. Props, actors, simulations, or tactics mimicking a school shooting, incident of violence, or other emergencies are

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

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

strictly prohibited.³⁶ (Effective 7/31/24) The New York State Fire Code requires that the fire alarm be used in an evacuation (evacuate) drill, and it is not considered a prop.

Annual Training: Drills will be conducted only after annual training in emergency procedures has been provided to students and staff.

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

Exclusions for Unplanned Events: Unplanned evacuations or false alarms do not count as a required drill. Evacuations made necessary by the unplanned activation of the fire alarm system or by any other emergency shall not be substituted for a required evacuation (evacuate) drill.³⁸

Student/Staff Notification: At the time that drills are conducted, students and staff shall be informed that the activities being conducted are a drill. Provided, however, that students and staff shall not be informed in advance of evacuation (evacuate) drills. (Effective 7/31/24)³⁹

Parental Notification: Parents or persons in parental relation will be given advance notice of each drill being conducted within one week prior to the drill.⁴⁰ (Effective 7/31/24) Procedures for notifying parents or persons in parental relation will include:

1. Official Letter or Email

- Timing: **Within one week** before the drill.
- Include the following information:
 - General time frame of the drill
 - (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill
 - Type of drill (e.g., fire drill, lockdown drill)
 - Purpose of the drill
 - Importance of the drill for student safety
 - Contact information for questions or concerns

2. Automated Phone Calls and Text Messages

- Timing: **Within one week** before the drill.
- Use the school's automated messaging system to send a notification.
- Include the following information:
 - General time frame of the drill
 - a. (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill

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

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

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

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

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

- Type of drill (e.g., fire drill, lockdown drill)
- Purpose of the drill
- Importance of the drill for student safety
- Contact information for questions or concerns

3. Printed Notices

- Timing: **Within one week** before the drill.
- General time frame of the drill
 - (e.g., Sometime the week of [month/date], [school name] will have a [drill type] drill
- Send printed notices home with students.
- Include the following information:
 - General timeframe of the drill
 - Type of drill (e.g., fire drill, lockdown drill)
 - Purpose of the drill
 - Importance of the drill for student safety
 - Contact information for questions or concerns

4. Post-Drill Follow-Up

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

Required Drills

Evacuation (Evacuate) Drills: Eight (8) evacuation (evacuate) drills will be conducted each year, with six (6) completed between September 1 and December 31. Four (4) of these drills must involve the use of fire escapes on buildings where fire escapes are provided or other secondary means of egress such as different corridors, hallways, stairways, and exit doors.^{41 42} Students will be instructed in the procedure to be followed in the event that a fire occurs during the lunch period or assembly. This instruction may be waived if a drill is held during the regular school lunch period or assembly⁴³

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

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

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

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

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

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

Additional Evacuation (Evacuate) Drill Requirements

Residential Schools: Four (4) additional drills must be conducted during the hours between sunset and sunrise for schools with student sleeping accommodations.⁴⁵

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

After-School Programs, Events, and Performances: For after-school programs, events or performances conducted within a school building that include persons who do not regularly attend classes in the building, the principal or other person in charge of the building must require the teacher or person in charge of the after-school program, event or performance notify attendees of the procedures to be followed in an emergency.⁴⁶

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

Optional Drills

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

Full Scale Exercises: The district may opt to conduct functional exercises with emergency response agencies to involve staff, students and parents in realistic drills. Exercises that include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency may not be conducted on a regular school day and when school activities such as athletics are occurring on school grounds. Such exercises may not include students without written consent from parents or persons in parental relation.⁴⁷

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

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

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

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

Procedures for obtaining written consent for students to participate in full-scale exercises from parents or persons in parental relation will include:⁴⁸

1. Distribution of Consent Forms:

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

2. Content of Consent Forms:

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

3. Return of Consent Forms:

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

4. Follow-Up and Reminders:

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

5. Record Keeping:

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

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

Training and Review Processes

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

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

Building-level Emergency Response Planning Team and District Administration Team Training: Each Building-level Emergency Response Planning Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises.⁴⁹

Drill Review and Protocol Updates: In addition to post-drill debriefings conducted by each building-level emergency response planning team, each building will complete a drill evaluation form that will be submitted to the district-wide safety team for periodic review, which includes observations from the drill as well as any additional feedback obtained from building personnel. Changes to procedures are made as needed. The district-wide safety team should evaluate communications and transportation systems during emergencies.⁵⁰

Local Emergency Responder Involvement: The appropriate Fire and Police Departments may, upon mutual agreement with the District, participate in some or all evacuation (evacuate) and lockdown drills, offering feedback on the effectiveness of building evacuation during a fire and the overall effectiveness of lockdown procedures.

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

Special Provisions

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

Access and Functional Needs: Building-specific procedures addressing the access and functional needs of students, staff, and visitors are maintained in each school's confidential Building-Level Emergency Response Plan. These procedures are integrated into the applicable emergency response annexes and

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

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

address considerations such as mobility limitations, medical needs, medication access, medical equipment, service animals, personal assistance requirements, and other access or functional needs that may impact response actions during evacuation, shelter-in-place, hold-in-place, secure lockdown, lockdown, and other emergency conditions. Such procedures are developed, reviewed, and updated by the Building-Level Emergency Response Team in accordance with Commissioner's Regulation §155.17, district policy, and applicable privacy and civil rights requirements.

Communication

Staff Information: Information about drills will be included in the teacher's manual or handbook as mandated by Education Law §807.2.

A summary of drill procedures are detailed in each of the Building-Level Emergency Response Plans.

STAFF DEVELOPMENT TRAINING:

All general staff shall receive training on District-wide procedures as well as specific procedures contained within their respective Building-Level Emergency Response Plan. Beginning in the 2025–2026 school year, this training shall also include components of Sudden Cardiac Arrest, including how to recognize the signs of Sudden Cardiac Arrest, initiate appropriate emergency response actions, and understand the location of automated external defibrillators (AEDs), consistent with Education Law §2801-a(2), as amended by Chapter 189 of the Laws of 2025. This training shall occur prior to September 15 of each school year or within 30 days of joining the District and may be conducted during a staff development day in August, online, or through a combination of both.⁵¹

The District will provide advanced training for each Building-level Emergency Response Planning Team and District-wide Safety Team annually. Effective July 1, 2025, the training will include a description of the roles and responsibilities of the Building-level Emergency Response Planning Team, the building-level Incident Command System including the roles and responsibilities of designated staff, and the building level-emergency response plan procedures for implementing the following required emergency response terms: shelter, hold, evacuate, secure lockdown, and lockdown. The required training shall also include the procedures for conducting drills, including whether classrooms will be released from lockdown by law enforcement or school or district administrators during drills, and the district and building policies, procedures, and programs related to safety including those which include components on violence prevention and mental health.⁵²

Additional training may include but is not limited to:

- De-escalation training

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

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

⁵²155.17(2)(xiii) <https://www.regents.nysed.gov/sites/regents/files/424p12d2.pdf>

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

PROACTIVE BUILDING SECURITY MEASURES

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

VITAL EDUCATIONAL INFORMATION⁵³

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

EARLY DETECTION OF POTENTIALLY DANGEROUS BEHAVIOR⁵⁴

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

1. The District’s Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.
2. The District’s Code of Conduct is distributed to all parents/guardians of students in the District at the start of each school year.

⁵³155.17(2)(ix) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

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

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

Police Agencies

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

<u>Agency</u>	<u>Phone Number</u>
Putnam County Sheriff's Office	845-225-4300
New York State Police	914-769-2600

HAZARD IDENTIFICATION

Identification of Potentially Dangerous or Hazardous Sites:

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

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

SCHOOL SAFETY PERSONNEL ALLOCATIONS, HIRING, DUTIES, AND TRAINING⁵⁵

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

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

Allocations

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

- A. At the elementary and middle school level, there is a single point of entry for visitors at each building and visitors to the school must be buzzed into the building, sign in and receive an identification badge. Staff in the building all wear district-produced identification badges which must be visibly worn at all times. Staff are trained to report to the main office any unknown person they observe who is not wearing a badge.
- B. At the high school level, there is a single point of entry for visitors, which is staffed during normal school hours by one of several staff members assigned to the High School. Visitors to the school must be buzzed into the building, sign in and receive an identification badge. Staff in the building all wear district-produced identification badges, which must be visibly worn at all times. In addition, safety personnel are assigned to areas throughout the building.

Hiring

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

Duties and Training

Greeters/Office Assistants

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

Elementary & Secondary School Monitors

- staffed at both middle schools and high school
- actively monitor the building and support the staff with student safety and traffic
- provide student supervision
- check that school procedures are being adhered to
- assist the arrival and dismissal processes
- escort students if needed

School Security Monitors

- often former military or law enforcement
- staffed after regular school hours at the middle and high school and if determined necessary at special events in the evening and on weekends
- enforce our visitor policy as well as actively monitor the building and support the staff with student safety and traffic

Required training includes:

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

Roles and Responsibilities

Any contracted school safety/security personnel (i.e. School Resource Officer, School Patrol Officer, security staff, etc) shall be held to the school's Code of Conduct. These individuals are not responsible for the discipline of students and will refer all matters of school discipline as covered by our Code of Conduct to building/district administration.

SECTION III RESPONSE

NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS

Internal

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

External

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

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

When an emergency requires notification of staff, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: <http://pvcsd.org/> or mobile app.

During an emergency, all contact with the media will be handled either by the Superintendent or their designee. The media and public will be informed and updated as soon as practical on all developments in statements released by the Superintendent or their designee. Students, staff and parents should refer all questions and requests for information to the Superintendent in order to assure the release of factual and current information. The Superintendent may refer such requests to the Public Information Officer for response.

By definition, emergency events are unforeseen and unpredictable. The safety of students and staff is the primary focus of all activities surrounding an emergency event. Every effort will be made to contact parents and the general public once the situation has stabilized.

SITUATIONAL RESPONSES

MULTI-HAZARD RESPONSE

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

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

the sole contact person for releasing information to the media and for communicating the status of the emergency with other District schools, out-of-district schools, private schools, and outside agencies.⁵⁶

RESPONSE PROTOCOLS

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

SCHOOL CANCELLATION

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

EARLY DISMISSAL

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

EVACUATION (EVACUATE)

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

SHELTER-IN-PLACE/SHELTER SITES (INTERNAL AND EXTERNAL)

- The Superintendent or their designee will determine the level of the threat and communicate with building principal(s) who are affected by the emergency.

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

- Principal(s) will move all staff and students to pre-arranged shelter-in-place/shelter sites as outlined in building plans. They will report to the Superintendent, or their designee, any missing staff or students.
- The Operations Officer will make appropriate arrangements for human needs in the event of a long-term situation.

Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations⁵⁷

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

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

RESPONSES TO IMPLIED OR DIRECT THREATS OF VIOLENCE⁵⁸

1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.
2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, or other school personnel including bus drivers and monitors as well as visitors to the school, including threats

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

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

by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.

3. The District disseminates educational material, including but not limited to emails and print materials, encouraging parents and visitors to tell school staff about any direct or implied threat of violence or actual acts of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves.
4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.
5. Each building has the availability of a Threat Assessment Team. This is a multi-disciplinary team that uses a nationally recognized evidence-based model to evaluate threats and implement the necessary mitigation steps to help prevent a threat from escalation to an act of violence.
6. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement.

RESPONSES TO ACTS OF VIOLENCE⁵⁹

1. The Principal or their designee will determine whether to contact law enforcement personnel. **Threats or actions placing students, staff and others in imminent danger require an immediate LOCKDOWN protocol followed by a call to the police and the District Superintendent (if safe to do so).** Violent offenses defined in the S.A.V.E. regulations will also require the involvement of the police.
2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.
3. The Building-level Emergency Response Planning Team consisting of trained staff and school personnel may assist with an Evacuation (Evacuate), Secure Lockout, Shelter-in-Place/Shelter, Hold-in-Place/Hold, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.
4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors

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

(including all Building-level Emergency Response Planning Team members) are required to Lockdown in the nearest lockable space and await further instruction, or in some situations, evacuate the campus.

5. Procedures for contacting parents, guardians and persons in parental relation to students in the event of a violent incident or early dismissal or emergency closure are detailed in each building-level emergency plan. The use of the District's mass communication system is typically utilized.⁶⁰
6. Aggressively dangerous and violent students, teachers, other school personnel, bus drivers and monitors, or visitors shall be managed as outlined by the procedures detailed in the district Code of Conduct.
7. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.
8. School administrators must keep records of serious threats and acts of violence and report them annually to the state.
9. Prompt contact with appropriate law enforcement officials is essential in the event of a violent incident. Individuals shall immediately contact law enforcement by calling 911. These relationships have been established by participation of local response officials on Building-Level Emergency Response Planning Teams. These individuals and appropriate means of contact are documented in each Building-Level Emergency Response Plan.⁶¹
10. The district has a zero-tolerance policy for weapons, in accordance with federal and state law and the District Code of Conduct, and utilizes our Restorative Practices model and philosophy to respond to other acts of school violence.

STATE DISASTER EMERGENCY INVOLVING A COMMUNICABLE DISEASE

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

BACKGROUND

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

⁶⁰155.17(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal or emergency school closure

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

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

PROTOCOLS

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

Essential Position	Description
Building Level Emergency Team	All assigned members to the Emergency Team, as indicated in the BLERP.
District Level Emergency Team	All assigned members to the Emergency Team, as indicated in the DWSP.
Leadership Team	All assigned members to the Leadership Team.
Security Team	Director of Facilities and all assigned security staff and campus monitors.
Custodial Staff	Director of Facilities and all assigned staff.
Technology Staff	All assigned members to assist with remote access.
Food Service Staff	All applicable staff for food distribution, as needed.
Business Services Staff	All applicable staff for AP/AR, payroll, purchasing, and communications.

2. To enable all non-essential employees to telecommute, District staff will be guided by the Continuity of Instruction Plan contained within the Building-level Emergency Response Plans.
3. In an effort to reduce overcrowding on district property:
 - Class schedules may be rotated between A/B cohorts.
 - In-person days may be staggered by cohorts groups.
 - Staff and student arrival times may be staggered to reduce traffic in and out of the building.
 - The district will make the determination on which employees may be permitted to work remotely.
 - Visitors may not be permitted on campus during school hours.

4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:
 - The Facilities Department will maintain an inventory of PPE in accordance with NYS Education Department guidelines, and continually restock the same as needed.
 - District will perform a PPE hazard assessment to determine appropriate PPE selection in accordance with 29 CFR 1910.132-136 OSHA guidelines using current SED/CDC/DOH/OSHA recommendations available at time of hazard (or communicable disease). This would include any chemicals being used to include the safety data sheet and training for employees.
 - Storage of personal protective equipment will be on campus and comply with the manufacturer's storage recommendations for each item.
 - PPE equipment will be readily available, if needed.
5. In the event an employee or student is exposed to a known case of a communicable disease that is subject to a state disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, the District will respond as per the *Infectious Disease Annex found in the Building Level Emergency Plans*.
6. All essential employees will have their hours and work locations documented, including off-site visits, by:
 - All entrances will be locked and monitored by a greeter.
 - All employees will use their access cards for entrance which documents their arrival on premises.
 - Payroll, attendance, and/or time cards will further document an employee's presence on campus.
 - Non-essential visitors will not be allowed on site.
7. If emergency housing is needed, the Putnam Valley School District will lodge an essential employee on a district property or at a local hotel.

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

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

IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY⁶²

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

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

Items shall be inventoried at the building level on a yearly basis

COORDINATION AND SCHOOL DISTRICT RESOURCES AND MANPOWER DURING EMERGENCIES⁶³

The Incident Commander or designee shall, as appropriate, utilize all available resources during an emergency. Within each building, schools may use the Staff All Call response protocol, that quickly summons all available staff members to a staging area for assignments. Coordination of available employees is typically performed by the Principal or their designee. Specific job duties will be assigned based on the type of emergency and in compliance with the appropriate district and building emergency response procedure. Additional district resources may be requested by any building administrator or designee as needed. The Superintendent or their designee will call in all available maintenance and custodial staff to provide support during an emergency as needed. Assistance from outside government agencies may also be requested. A specific list of available resources may be found in Appendix 4 of this plan.

PARTICIPATING IN UNIFIED COMMAND UNDER ICS PRINCIPLES

ASSIGNMENT OF RESPONSIBILITIES

A chain of command consistent with the National Interagency Incident Management System (NIMS)/Incident Command System (ICS) will be used in response to an emergency. Members of the

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

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

School, Emergency Response Team, will be part of this system. In the event of an emergency, the response team will adopt NIMS/ICS principles based on the size, scope, and character of the emergency.

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

ICS POSITIONS

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

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

EMERGENCY REMOTE INSTRUCTION

OVERVIEW

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

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

DEFINITIONS

- A. "Asynchronous instruction" means instruction where students engage in learning without the

direct presence (remote or in-person) of a teacher.

- B. "Non-digital and/or audio-based instruction" means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other audio platforms.
- C. "Remote instruction" means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.
 - 1. Remote instruction will encompass synchronous instruction provided through digital video- based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.
 - 2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.
- D. "Synchronous instruction" means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real time.

FORMATS AND METHODS OF REMOTE INSTRUCTION

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

INSTRUCTIONAL OPTIONS

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

COMPUTER AND CONNECTIVITY ACCESS FOR STUDENTS

The District will ensure that students have the necessary equipment at home to participate in remote instruction.⁶⁴ No later than June 30th of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on student access to computing devices and access to Internet connectivity on a form and format prescribed by the Commissioner.⁶⁵ The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction

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

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

Plan in each school's Building-level Emergency Response Plan.

MINIMUM INSTRUCTIONAL HOURS

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

REMOTE INSTRUCTION SUPPORT

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

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

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

PRIVACY AND SECURITY OF STUDENT AND TEACHER DATA

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

SECTION IV COMMUNICATION WITH OTHERS

OBTAINING ASSISTANCE DURING EMERGENCIES FROM EMERGENCY SERVICE ORGANIZATIONS AND LOCAL GOVERNMENT AGENCIES⁶⁶

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

OBTAINING ADVICE AND ASSISTANCE FROM LOCAL GOVERNMENT OFFICIALS, INCLUDING THE COUNTY OR CITY OFFICIALS RESPONSIBLE FOR IMPLEMENTATION OF ARTICLE 2-B OF THE EXECUTIVE LAW⁶⁷

1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed.
2. In the event of an emergency the Incident Commander or designee shall call 911 to provide specific information regarding the emergency.
3. The key officials in local government that can help to develop plans and assist in emergency situations as listed in emergency situations are listed in Appendix 4. Key government agencies are listed below:

1. Putnam County Sheriff's Department
2. Putnam Valley Fire Department
3. New York State Police
4. Putnam County BES
5. Putnam Valley Volunteer Ambulance Corps
6. Red Cross

CONTACTING PARENTS, GUARDIANS OR PERSONS IN PARENTAL RELATION TO THE STUDENTS OF THE DISTRICT IN THE EVENT OF A VIOLENT INCIDENT OR AN EARLY DISMISSAL⁶⁸

In the event of violent incidents or crises, or an early dismissal of students, every effort will be made to notify parents. As soon as practical, the Superintendent or their designee shall activate the emergency notification system that will provide relevant information. Parental notification procedures for a student

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

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

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

involved in disciplinary situations shall be consistent with the Code of Conduct and New York State law, and shall be presented clearly and concisely to staff and students each year.

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practical.⁶⁹ Administration shall utilize school mental health resources when necessary.

It is the responsibility of all parents and guardians to ensure that emergency contact information for students is always up-to-date and complete.

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

SECTION V RECOVERY

DISTRICT SUPPORT FOR BUILDINGS

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

Members of the District Safety Team will assist as needed either at their respective Building Command Posts or by responding where directed by the Incident Commander(s). The District Safety Team will assign such other personnel as deemed necessary to meet the needs of the situation.

The District Safety Team members will remain at their assigned posts until the Incident Commander(s) has determined that the emergency is over, or it is unsafe, or no longer necessary to remain, or need to relocate.

Should the incident involve a single building, at the discretion of the District Safety Team leader in consultation with that building's administrators and Building-level Emergency Response Planning Team, other school buildings may be called to support the Building-level Emergency Response Planning Team in that building.

Should the incident involve multiple buildings, at the discretion of the District Safety Team leader, in consultation with building administrators, additional mental health support from the County Crisis Team and local area hospitals may be solicited to support the Emergency Response Teams in the affected building(s).

In any case, a "debriefing", or post-incident analysis, will be facilitated by the District Safety Team. This process will include a review of the actual incident, the Team's response to the incident, and post-traumatic incident debriefing.

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

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

DISASTER MENTAL HEALTH SERVICES

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

CONTINUITY OF OPERATIONS

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

CONTINUITY OF INSTRUCTION

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

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

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

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

APPENDIX 1 - LISTING OF SCHOOL BUILDINGS

District Office

171 Oscawana Lake Road
Putnam Valley, NY 10579
Phone: 845-528-8143

Putnam Valley High School

146 Peekskill Hollow Road
Putnam Valley, NY 10579
Phone: 845-526-7847

PUTNAM VALLEY MIDDLE SCHOOL

142 Peekskill Hollow Road
Putnam Valley, NY 10579
Phone: 845-528-8101

Putnam Valley Elementary School

171 Oscawana Lake Road
Putnam Valley, NY 10579
Phone: 845-528-8092

Putnam Valley Transportation Department Building

175 Oscawana Lake Road
Putnam Valley, NY 10579
Phone: 845-528-8900

APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

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

APPENDIX 3 – MEMORANDA OF UNDERSTANDING

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

Purpose of MOU: The purpose of this Agreement is to formalize and clarify the roles and responsibilities of the District and the County of Putnam and the Sheriff of Putnam County.

Services Provided by Agency/Vendor: Putnam County–School Resource Officer(s), School Patrol Officer, Additional Security (Allied)

Dates MOUs are in Force: 2026-27 School Year

Contract #2025146

AGREEMENT

THIS AGREEMENT, made by and between PUTNAM VALLEY CENTRAL SCHOOL DISTRICT, having an office at 146 Peekskill Hollow Road, Putnam Valley, New York 10579 (hereinafter referred to as the "District"), the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County"), and THE SHERIFF OF PUTNAM COUNTY, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

WITNESSETH:

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

WHEREAS, the County and the Sheriff are 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 County shall permit, and the Sheriff shall furnish one (1) School Resource Officer (hereinafter "SRO") to the District, as more fully described in the excerpts of the Sheriff's Department Rules and Regulations attached hereto and made part hereof as Schedule "A."

SECOND: For the services rendered pursuant to paragraph "FIRST", the District shall pay the County a total of \$64,800.00 to be paid in ten (10) monthly payments of \$6,480.00 per month, commencing September 1, 2025.

Prior to the making of any payments hereunder, the District shall be provided with a summary explaining the precise manner in which the monthly payment was arrived at by the County.

Payment shall be due on the first business day of each month for the term of the contract. In the event that the District fails to make a payment within thirty (30) days of the due date, the County 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. If the District does not cure the default within fifteen (15) days, the District agrees to pay a late fee of 1% per month on the unpaid balance. This late fee shall be in addition to and not in lieu of any other remedies available under this Agreement.

THIRD: This Agreement shall commence on September 1, 2025, and terminate on June 30, 2026, except as otherwise extended by a written instrument signed by the parties hereto. The terms of this Agreement do not include summer school sessions.

FOURTH: The SRO shall be selected by the Sheriff's Department and the Superintendent of the District, as more fully set forth in Schedule "A" annexed hereto and made a part hereof.

FIFTH: The monthly amount referenced in paragraph "SECOND" was calculated using the 2025 base salary, according to SRO's applicable Union Collective Bargaining Agreement, resulting in an hourly rate of \$90.00 per hour of which the DISTRICT is responsible for \$45.00 per hour, per day, per SRO. The amount listed in paragraph "SECOND" is for one (1) SRO on a full-time basis of eight (8) hours per day per SRO.

Where a new Collective Bargaining Agreement is executed between the County and the Union and said Agreement covers the time period encompassed by this Agreement, and where it results in a salary increase for the SRO over and above 2%, the District shall be charged said difference and the regular monthly amount due to the County shall reflect said change. The District shall also be responsible for fifty percent (50%) of any retroactive payments that may be due to the SRO as a result of the ratification of a new Collective Bargaining Agreement, and a separate invoice will be provided to the District for such amount. Said invoice will be accompanied by an explanation of the calculation for the amount due and owing and shall be paid to the County within thirty (30) days of receipt of said invoice.

Should a new Collective Bargaining Agreement result in a wage increase of less than 2%, then the District shall be credited said difference and the regular monthly amount due to the County shall reflect said change.

SIXTH: The SRO shall be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department. In the event that an SRO, during the course of his or her duties, is involved in an incident in which they use physical force with regard to any student, staff, or visitor, the Putnam County Sheriff's Department's policies regarding the use of physical force will be accessed and utilized, if necessary, to make a determination as to the appropriateness of such use of force by the SRO (a copy of said policies and procedures is attached hereto and made a part hereof as Schedule "B"). Only the Putnam County Sheriff shall be authorized to make a determination as to the appropriateness of the use of physical force. This paragraph shall in no way supplant or otherwise be construed to preclude the District from fulfilling its obligations under Article 23-B of the New York State Education Law with regard to determinations regarding allegations of child abuse in the educational setting.

SEVENTH: The SRO shall be assigned on a full-time basis of eight (8) hours on the days that school is in session, (including any and all days that teachers are required to report to school regardless of whether students will be present), as more fully described in Schedule "A" annexed hereto and made a part hereof. In the event that the District requires SROs beyond normal duty hours for the purpose of providing security at school athletic, social, special, or other events, the District shall be responsible for the payment of \$135.00 per hour, per SRO, in addition to FICA related costs. If the date of the event falls on a PBA contractual holiday, the rate shall be \$190.00. All requests must be for a minimum of three (3) hours.

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 County 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 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: In addition to, and not in limitation of, the insurance requirements contained in Schedule "C" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the District agrees to protect, defend, indemnify and hold the County of Putnam and the Sheriff and its officers, employees and agents free and harmless 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, proceedings or causes of action of every kind and character in connection with or from those duties and services of the SRO provided under this Agreement and/or performance hereof over which the District retains direct control. The District further agrees to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement. The District further agrees to indemnify the County and the Sheriff for any bodily injuries sustained by the SRO while on District property, provided such liability does not include the County's and/or Sheriff's obligations under the Worker's Compensation Law and/or Section 207-c of the General Municipal Law.

The County 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 SRO over which the County of Putnam retains direct control.

The County will be responsible to provide the District proof of Professional Liability and Automobile insurance for the SRO's services provided under this Agreement. The District will be named as an additional insured on all Policies. The County of Putnam shall maintain Worker's Compensation Insurance in the amount required by law and shall provide the District documentation of such coverage.

ELEVENTH: In connection with the performance of this Agreement, the County and Sheriff 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, to the extent required by law, as well as the Education and Labor Law of the State of New York.

The County and the Sheriff will assure that they 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, 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: An SRO's responsibilities shall include, but are not limited to the following: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near District property and at school-related events; (c) coordinating safety drills; (d) presenting law-related material at district-wide conferences/superintendent days; (e) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (f) attending parent and faculty meetings to promote awareness of law enforcement functions and the School Resource Officer program; (g) attending school functions; (h) attend the training program promulgated by the New York State Juvenile Officer's Association which is geared toward School Resource Officers in such frequency as shall be required by the State; (i) attend a District sponsored training program on

child abuse in the educational setting. The SRO shall not act as a school disciplinarian. All costs and expenses in connection with the SRO's completion of the child abuse in the educational setting training described in subsection (i) of this Paragraph "TWELFTH" shall be borne by the District.

THIRTEENTH: 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:

Putnam Valley Central School District
146 Peekskill Hollow Road
Putnam Valley, New York 10579

To the County:

Brian Hess, Acting Sheriff
Putnam County Sheriff's Department
3 County Center
Carmel, New York 10512

With a copy to:

C. Compton Spain
County Attorney
48 Gleneida Avenue
Carmel, New York 10512

FOURTEENTH: 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.

FIFTEENTH: 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 Putnam County, New York.

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, the required County signatories, and the County Executive.

SEVENTEENTH: Parties acknowledge that the assigned SROs must use body-worn cameras during the course of employment with the Putnam County Sheriff's Department and while inside the school buildings. Any video captured by the body-worn cameras will be considered County records and as such are subject to the requirements of the New York State Freedom of Information Law ("FOIL"). County shall respond to any request for video footage within the time frame set out in section 89(3)(a) of FOIL. County shall retain copies of video recordings in compliance with all state and federal rules, regulations, and guidelines.

IN WITNESS WHEREOF, the parties have executed this Agreement in Putnam Co.

New York, on the date hereinabove set forth.

Ly 28 Date: 10/28/25
Putnam Valley Central School District
146 Peekskill Hollow Road
Putnam Valley, New York 10579

By: Jeremy Luft Superintendent
Please Print Name & Title

ACKNOWLEDGMENT OF THE DISTRICT:

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

On this 28 day of October, 2025 before me personally appeared Jeremy Luft 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 s/he executed the same in his/her capacity as Superintendent of PVCSD and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Debra J. Monteferrante
Notary Public

DEBRA J. MONTEFERANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 4805808
Qualified in Putnam County
Commission Expires March 30, 2026

* OGS Contract #
PS68270
attached
po 260945



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain jurisdictions.

FULL LEGAL NAME OF CLIENT ("Client"): Putnam Valley Central School District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to this Agreement, as defined below, as of the day and year first written below.

CLIENT: _____

By: _____
Name: _____
Title: _____
Address for Notices: _____

Email: _____

UNIVERSAL PROTECTION SERVICE, LP a/b/a

Allied Universal Security Services

By: Steve Sacchetti
Name: Steve Sacchetti
Title: Regional VP of Operations
Address for Notices: _____

Email: stephen.sacchetti@aus.com

GENERAL TERMS AND CONDITIONS

Term. This Agreement shall begin on July 1, 2025 ("Commencement Date") and will remain in effect for a period of one (1) years ("Initial Term"). This Agreement will automatically continue on the last day of the Initial Term on a month-to-month basis (the "Renewal Term" and together with the Initial Term, the "Term"). Either party may terminate this Agreement for non-performance by the other party as described more fully in Section G.14 below, if the non-performing party fails to cure such non-performance within five (5) days after receipt of written notice thereof. Either party may also terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.

Services. Allied Universal shall provide the security professional services to the extent, for the times and at the location(s) set forth in Exhibit A (the "Services").

Fees and Payment. Allied Universal will invoice Client each week for all Services rendered in the preceding week (unless a different time period is specified in Exhibit B), with the weekly period starting on Friday and ending the following Thursday, at the rates set forth in Exhibit B ("Billing Rates"). The invoices will also include charges for any other products and/or services provided by Allied Universal, as indicated in Exhibit B. All invoices shall be deemed accepted within ten (10) days of the date of invoice. Additionally, Client shall pay all invoices in full within 30 (30) days of the date of invoice without deduction or set-off. The Billing Rates set forth in Exhibit B shall be fixed the first twelve (12) months of the Initial Term, unless otherwise specified herein. Thereafter the Billing Rates will be increased or decreased by the percentage increase or decrease in NY State Prevailing Wage + Supplemental Benefit combined amount.

A. Scope of Services

1. Allied Universal shall provide the Services in a professional and diligent manner. The parties acknowledge and agree that the services required hereunder are limited to those Services explicitly set forth in Exhibit A, and that Exhibit A solely governs Allied Universal's duties hereunder. Client agrees that Allied Universal has not provided, and will not provide, any consultation services whatsoever regarding what may be the proper levels or type of security staffing, security procedures, security equipment, the methods of providing security, or the security risks related to Client's location(s). Client acknowledges that Client alone has chosen the number of security personnel and type of services, patrols, and equipment, to be provided under this Agreement. Allied Universal does not warrant or guarantee that the Services will constitute complete or comprehensive security at Client's location(s) or for Client's assets so as to prevent any incident, loss, theft, damage or injury (including death).

2. Client may request a change in the Services in writing; provided, however, such changes will be effective only upon Allied Universal's acceptance thereto and the entering into a written

instrument executed by both parties. If the parties are unable to agree to a change in the Services, the then-existing Services will remain in full force and effect. In no event will Allied Universal's refusal to accept requested changes constitute a breach of this Agreement or otherwise constitute non-performance.

3. It is, and remains, Client's sole responsibility to inspect and maintain Client's premises and its operations, property, equipment, materials and otherwise thereon to avoid any and all unsafe conditions and practices. The purpose of any assessment or inspection at Client's location(s) by Allied Universal is solely to satisfy Allied Universal's responsibilities as an employer of those Allied Universal employees assigned to Client's location(s). Allied Universal disclaims and makes no representation, warranty or guarantee of any kind whatsoever that the assessment or inspection will diminish or prevent losses, and Allied Universal hereby disclaims all other warranties of any kind including fitness for a particular purpose.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for training its employees



Allied Universal assigns to Client's location(s) in accordance with Allied Universal policies and procedures and for the supervision of its employees so assigned, but excluding law enforcement officers. Allied Universal may assign independent contractors, subcontractors and law enforcement personnel to perform Services at Client locations(s), in which case the independent contractors, subcontractors and/or law enforcement officers shall be required to provide training and supervision, as applicable.

2. Allied Universal shall also provide any additional, specific or other Client-requested training of all security personnel Allied Universal employs and assigns to Client's location(s) at the fees and in the manner as set forth in Exhibit B.

3. Allied Universal shall provide standard uniforms for all security personnel provided by Allied Universal at Client's location(s) at no additional cost, unless set forth in Exhibit B. Allied Universal will provide Client-requested non-standard uniforms and/or equipment at the fees and in the manner as set forth in Exhibit B.

4. Allied Universal will assign security personnel to Client's location(s) in its capacity as an independent contractor. Allied Universal will pay all compensation due to its employees and all required payroll taxes and withholdings.

5. Allied Universal will assign security personnel to Client's location(s) in compliance with applicable laws and regulations, including in accordance with the anti-discrimination laws set forth in Title VII of the Civil Rights Act of 1964. In the event Client finds the performance of any security personnel to be unacceptable, Client may request, with reasonable written notice, that such security personnel be removed from its location(s); and Allied Universal agrees to do so provided that the reason(s) for such request do not violate applicable law, in Allied Universal's sole judgment.

6. Client acknowledges that Allied Universal has spent considerable time and expense recruiting and training its security personnel. As such, Client agrees that, for a period of one hundred and eighty (180) days from the last day on which an individual is employed by Allied Universal, Client will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months together with all legal fees and other costs as liquidated damages.

C. Billing

1. The Billing Rates do not include the direct bill items set forth in Exhibit B ("Direct Bill Item(s)"), which shall be paid by Client to Allied Universal in accordance with the payment terms herein. Allied Universal may pass through any increases in the Direct Bill Item(s) in the manner and at the time set forth in Section C.4.

2. The parties agree that any prior pricing sheets, RFP submission, and/or any other documents submitted to Client were for demonstration and explanatory purposes only and will not be deemed to modify, amend, impact or adjust the Billing Rates set forth in Exhibit B.

3. The Billing Rates and/or the Direct Bill Items shall be increased at the time and in the manner set forth in Section C.4 below resulting from any change, whether or not anticipated, in: (1) federal, state, provincial, territorial or other local taxes, levies, or

required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its employees or security personnel; (2) federal, state, provincial, territorial, or local laws or regulations relating to wage rates, paid time off, sick leave, and all other work, wage or time-keeping laws and regulations or premium or overtime pay (whether overtime work, gap coverage or other costs related to scheduling); (3) uniform maintenance costs and equipment or other personnel allowances, licensing or credentialing fees and/or requirements; (4) wage, medical, welfare and other benefit costs under collective bargaining agreements; (5) costs related to insurance and/or workers' compensation and other similar programs; (6) costs and/or assessments related to medical and/or welfare benefits; (7) other requirements, costs and/or assessments incurred by Allied Universal pursuant to applicable federal, state, provincial, territorial and/or local law or regulations; and/or (8) changes in the cost of materials, equipment, supplies and third party services necessary to provide the Services. Allied Universal will provide Client written notice of such change in the Billing Rates and/or the Direct Bill Items.

4. Allied Universal may, at its discretion, at the time and/or manner determined, (1) pass through the costs and/or increases set forth in Section C.3 to Client in a lump sum or (2) increase the Billing Rates and/or Direct Bill Items by the percentage equal to the percentage increase in Allied Universal's costs with respect to these items in Section C.3. Client agrees to pay Allied Universal for all such costs and/or increases.

5. The amounts invoiced to Client hereunder do not include any sales, use, excise or similar taxes, levies or duties. If Allied Universal has the legal obligation to pay or collect such taxes, Client shall reimburse Allied Universal for such taxes, unless Client provides Allied Universal with a valid and current tax exemption certificate or direct pay certificate, or like exemption documentation authorized by the appropriate taxing authority.

6. In the event Client fails to pay any invoice when due, Client shall pay Allied Universal one and one-half percent (1.5%) per month interest or such maximum amount as permitted by law, whichever is less, on any such invoice. In the event that Allied Universal pursues any legal claim or other action to collect on any past-due amounts, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in connection with such claim or action.

D. Physical and Intellectual Property

1. Client acknowledges that Allied Universal may access and use proprietary software in connection with performing the Services ("Proprietary Software"), which is a valuable, special and unique asset of Allied Universal and/or third parties. The Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties. To the extent the Allied Universal grants the right for Client to access and use any Proprietary Software, Allied Universal shall include the scope and term of such rights in Exhibit A.

2. Client agrees that all materials Allied Universal develops, generates, or produces pursuant to this Agreement, including but not limited to Post Orders (as defined in Section G.12), security plans, emergency plans, diagrams, reports, and writings, both internal and external (collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client shall not disclose, transfer or otherwise share the Work Product with any



third party and Client shall promptly return or destroy, at Allied Universal's election, any and all Work Product in Client's possession upon termination or expiration of this Agreement.

3. To the extent Allied Universal provides any property, equipment or supplies to Client or to the security personnel in performance of the Services (collectively, "Supplies"), such Supplies will remain the sole and exclusive property of Allied Universal and shall be promptly returned upon termination or expiration of this Agreement.

4. Client shall assume liability and pay for all costs associated with keying or re-keying its facility to the extent keys are (i) lost by or stolen from third parties or (ii) not returned for any reason.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for the security personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability, for coverage of its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for coverage of its employees' operation of Allied Universal's owned, leased and rented vehicles. Client shall maintain Automobile Liability insurance for coverage of all vehicles Client requires (or permits) security personnel to operate, which are not Allied Universal's owned, leased or rented vehicles ("Client Vehicles") with bodily injury and property damage limits of not less than One Million Dollars (\$1,000,000). Such insurance will be primary for any loss or damage occurring to Client Vehicles whether or not operated by Allied Universal security personnel in performance of the Services, and under no circumstances shall Allied Universal indemnify Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client Vehicles.

4. Client agrees that Allied Universal is not providing insurance coverage for, and is not an insurer of, Client's operations, personnel, invitees, facilities, property, or any other assets. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel, invitees and/or facilities or any other assets resulting from fire, theft, exposure to any pathogen, germ, contagion, bacteria, or virus (including the coronavirus and spread of COVID-19) or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, and losses, (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses: (1) are caused solely by the gross negligent failure of Allied Universal in performing the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and/or (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client, its employees and contractors or otherwise resulting from Allied Universal's compliance with specific direction from Client.

6. To the extent Allied Universal has assumed

indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client and work performed by Allied Universal that is not specifically set forth in Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Client agrees that in no event shall Allied Universal security personnel be required to undertake any duty which could potentially expose themselves to unreasonable risk of harm. At all times, Client represents and warrants that its policies, directions, orders and other requirements are, and at all times will be, lawful. Allied Universal's indemnification obligations shall also not extend to Losses: (a) sustained by Client relating to benefits or insurance provided by Client to its employees, including but not limited to medical, disability, and workers compensation benefits, or fulfillment by Client of independent statutory duties owed to its employees or other third parties; (b) to the extent caused by the negligence, willful misconduct or violation of law by Client or an other party; (c) that actually or allegedly arise out of an event occurring during a Legally Mandated Break Period (as defined in Section G.14 below); and/or (d) in any way related to Client's policies, procedures or directives to Allied Universal, even if Allied Universal or its employees were grossly negligent or acted willfully.

7. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced and paid over the previous twelve (12) month period to Allied Universal under Exhibit A, such amounts to be inclusive of any defense costs.

8. Client must promptly notify Allied Universal in writing, of any event or occurrence for which Client seeks indemnification in accordance with Section E.5 above and in no event more than thirty (30) days after Client receives notice of the claim. Allied Universal shall not have any indemnification obligation unless Client provides notice in the manner and form set forth herein. All claims or actions that Client may have against Allied Universal under any theory of recovery, including for indemnification, must be commenced by written notice to Allied Universal within twelve (12) months following the events giving rise to the claim.

9. Client will indemnify Allied Universal, its parent, subsidiary and affiliated entities, and their respective directors, officers and employees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against all Losses asserted against any Indemnified Party arising out of incidents or occurrences taking place or arising at Client's location(s) provided that any such Losses: (a) arise out of Allied Universal's compliance with Client's directions or requests; (b) occur in whole or in part during Legally Mandated Coverage Break(s); or (c) are: (i) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (ii) arise out of the negligence, willful misconduct or unlawful activity of Client, notwithstanding that such Losses may have resulted in part from the negligence, willful misconduct or unlawful activity of Allied Universal. Client shall further indemnify the Indemnified Parties from and against all Losses related in whole or in part to: (x) actual or alleged harassment or discrimination by Client employees or others at the location; (y) Client's failure to comply with laws or regulations mandating a safe work environment; and (z) incidents in any way related to Client's policies, procedures or directives to Allied



Universal, even if Allied Universal or its employees were grossly negligent or acted willfully.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-Terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act, Allied Universal and Client agree to waive all claims against each other, including its respective successors and assigns, parent, subsidiary and affiliated entities, and their respective directors, officers and employees or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply and remain in effect for the Term, regardless of whether there are any modifications to the SAFETY Act and/or whether the liability protections set forth in the SAFETY Act are deemed inapplicable to the Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, territorial and other local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees applicable to its operations and its performance under this Agreement ("Governmental Regulations"), including without limitation: (i) environmental laws, (ii) laws relating to accessibility by, and accommodation of, handicapped persons, (iii) laws relating to discrimination and labor, and (iv) laws relating to health and safety, including the provision of personal protective equipment as required by local law or applicable health authority guidance. Client shall notify Allied Universal in writing within forty-eight (48) hours of receipt of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative proceeding, or arbitration proceedings with respect to the Services, including without limitation Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation, fine or other sanction due to or arising out of conditions on or at Client's location created by others, or in connection with Governmental Regulations, Client shall pay and will be responsible for the costs thereto. Client is solely responsible for the conduct of its current and former employees.

G. Miscellaneous

1. This Agreement, including the Exhibits, represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a party's right to enforce such provision at a later time.

3. The parties recognize that even if the Services required hereunder may incidentally benefit others in the ordinary course, this Agreement is entered into solely for the mutual benefit of the parties hereto and absolutely no benefits, rights, duties, obligations, or causes of action, including, without limitation for breach or negligence in connection herewith, are intended or created by this Agreement as to any third parties, including employees of the parties, except as expressly set forth in Section E, Insurance and Indemnification.

4. Each party represents and warrants that this Agreement has been executed by a duly authorized individual with all rights necessary to bind the parties hereto.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state where the Services are provided without reference to its choice of law provisions and in the event the Services are provided in multiple states, then the Agreement and all matters collateral hereto shall be governed by the laws of the state where the facts giving rise to the dispute occurred.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it to provide Services pursuant to this Agreement as a result of unusual circumstances or any other cause beyond Allied Universal's reasonable control, including, but not limited to, strikes, riots, revolutions, wars, active shooter events, military actions, acts of terrorism (whether or not certified or designated as such by the Department of Homeland Security or other governmental authority), fires, floods, droughts, natural disasters, pandemics, epidemics, quarantine, disease, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure." ("Force Majeure"). All such additional expenses, including any personal protective equipment, shall be the responsibility of Client as an additional charge to be paid by Client as it is incurred. All obligations under Section E shall cease during a Force Majeure event (thus there will be no duty to indemnify or defend during a Force Majeure event and no actions during a Force Majeure event will give rise to a duty to indemnify or defend). Allied Universal shall have no obligation to perform Services during a Force Majeure event and, therefore, to the extent that Allied Universal's inability to perform, or delay in performing, the Services is due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an entity controlling, controlled by or under common control with the party hereto ("Affiliate"). Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal in its sole discretion. Notwithstanding the foregoing, in the event Client assigns this Agreement (whether to an Affiliate or with written consent of Allied Universal), Client shall remain liable under this Agreement after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown



on the cover page (or as may be directed by a party in the future by written notice).

11. The parties recognize and agree that it may be necessary for a party to provide Confidential Information ("Disclosing Party") to the other party ("Recipient") for the purpose of furthering the objectives of this Agreement or for any other purpose. "Confidential Information" includes the terms of this Agreement, non-public personal or financial information relating to a party, a party's employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the Disclosing Party provides to the Receiving Party. Recipient shall: (i) hold all Confidential Information of the Disclosing Party in confidence and will use such information only for the purposes of fulfilling Recipient's obligations hereunder and for no other purpose; and (ii) not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party. Recipient shall limit disclosure of the Disclosing Party's Confidential Information within its own organization to its directors, officers, and/or employees having a need to know about such information. The foregoing obligations shall not apply to: (i) information that is or becomes publicly available through no fault of Recipient; (ii) information that is known by Recipient prior to the time of disclosure hereunder; (iii) information that is lawfully obtained from a third party who has the right to make such disclosure without any duty of confidentiality; or (iv) any disclosure required by applicable law, provided that Recipient shall use reasonable efforts to give advance notice to, and cooperate with, the Disclosing Party in connection with any efforts to prevent such disclosure (at the Disclosing Party's expense). If Allied Universal is required to disclose Client's Confidential Information, Client shall defend and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. As stated in Section A.1 above, the scope of Services hereunder is limited to those Services explicitly set forth in Exhibit A and, as stated in Section A.2 above, Allied Universal shall only perform additional or different Services upon mutual written agreement. Therefore, in the event that there are any post orders, directives, protocols, policies, specifications or other documents of any type (collectively, "Post Orders") not set forth in Exhibit A, such Post Orders shall not form any part of this Agreement and are not a novation or modification or expansion of the Services, obligations and duties set forth in this Agreement. If there is any conflict between the provisions of this Agreement and any Post Orders, this Agreement shall control. Under no circumstances shall the Post Orders modify or expand the liabilities of the parties.

13. Client acknowledges and agrees that (1) mandatory, paid off-duty rest periods and/or unpaid off-duty meal periods or other breaks may be required by applicable law ("Legally Mandated Break Periods"); (2) during Legally Mandated Break Periods, security personnel must be relieved of all duties, including without limitation to the requirement to remain "on call," (3) Services at the location(s) set forth in Exhibit A will be interrupted and such location(s) will not be secured during Legally Mandated Break Periods; and (4) Client may elect to request Allied Universal to provide additional Services during the Legally Mandated Break Period as relief coverage at the fees set forth in Exhibit B and Allied Universal may accept such request if commercially reasonable.

14. "Non-performance" for purposes of the termination provision includes, but is not limited to, a party's (1) failure to perform or breach of any obligations under this Agreement which remain uncured during the cure period, (b) breach of any representation or warranty in this Agreement; and/or (c) a party's insolvency and/or petition for bankruptcy.

15. The following provisions shall survive expiration or termination of this Agreement for any reason: Sections C, E, G and the Exhibits hereto.



EXHIBIT A

to Security Professional Service Agreement Between Allied Universal and

Putnam Valley Central School District

LOCATION(S) FOR SECURITY SERVICES

<u>Client Location</u>	<u>Specify for each location: Armed or Unarmed</u>	<u>Schedule of Coverage</u>	<u>Number of Guards</u>
Putnam Valley High School	Unarmed	Mon-Fri 1430-1830	1

The location(s), day(s) and time(s) and duties listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties (including a person holding the title of Vice President or above on behalf of Allied Universal). The delivery of Services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

Description of Services. Allied Universal will provide Client the following Services pursuant to this Agreement:

- The security professional will provide a visible security presence and report criminal activity of which the security professional becomes aware to the designated Client representative and in the manner agreed upon between Client and Allied Universal.
- This Exhibit A supersedes any and all other language herein, or other oral or written instructions or requests to Allied Universal personnel. Post Orders, amendments thereto or other oral or written instructions to Allied Universal personnel by Client do not constitute an amendment to the Agreement or this Exhibit A.

HELIAUS® System: Client understands and agrees that by ordering and receiving the HELIAUS® Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services"), Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement, Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.

Notwithstanding anything to the contrary in this Agreement, by way of example, and not as a limitation, the parties hereby agree that the following are excluded from the Services provided hereunder, and that Allied Universal personnel have no duty to perform the following actions:

- Any action or activity that potentially exposes Allied Universal personnel to imminent injury or unreasonable risk of harm, such as engagement with armed, violent or threatening third parties, intervening in fights, or altercations involving threats of physical violence.
- Efforts or tasks (a) to prevent violence between and/or among (1) Client employees or other persons authorized to be on Client's premises, and/or (2) between and/or among current or former spouses, partners, in-laws, or immediate or extended family members of Client visitors or personnel; (b) to prevent or minimize terrorism of any kind; (c) to prevent or minimize the impact of shootings, including mass shootings; (d) to prevent or mitigate drug use, trafficking or gang violence; and (e) associated with assessment of intoxication or impairment of individuals on or near Client's location, prevention of impaired driving, or facilitation of medical assistance for intoxicated or impaired individuals. Preventing or removal of hazardous conditions upon the property including but not limited to snow or ice, inadequate lighting, defects upon or of the property or its buildings, structures or improvements, and/or weather conditions.
- Supervising in any way the services provided by contractors engaged by Client. Tasks specifically excluded (without limitation) from the Services include contacting or supervising snow and ice removal contractors, janitorial, landscaping, HVAC, roofing, maintenance, paving, and/or elevator contractors, or approving services provided by same.
- The provision of CPR, first aid, medical transport or behavioral health services, or the use of automated external defibrillator (AED) devices, notwithstanding those Allied Universal employees may have been trained to do so, or are required hereunder to be trained to do so. Allied Universal cannot, and is not obligated hereunder to, diagnose, assess or assist those with an intent to commit suicide or cause or threaten harm to themselves. The Services are not intended to prevent suicide or self-harm.

Any tasks or efforts associated with prevention of employee theft, even if assisted or facilitated by Allied Universal personnel.



EXHIBIT B

to Security Professional Service Agreement Between Allied Universal
BILLING RATES AND OTHER CHARGES

Billing Rates. The initial Billing Rates are as follows and will be increased or decreased by the percentage increase of the NY State Prevailing Wage + Supplemental Benefit total:

All Locations	Unarmed
Security Professional Regular Rate	\$34.23 per hour
Security Professional Overtime* Rate	\$51.35 per hour
Security Professional Holiday Rate	\$51.35 per hour

* **Overtime:** Time and one half the regular rate is charged after an 8 hour day; and after 40 hours in a regular work week.

With requests for a specific individual to work, and such request, for whatever reason, results in the individual working more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

Holiday Rate: Client shall pay the Holiday Rate for all Services performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and/or additional dates required by applicable collective bargaining agreement.

Mutually agreed-upon merit increases will result in a Billing Rate increase.

Emergency Rates: A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the normal conditions under this Agreement will be cause to negotiate a temporary billing rate for modified services.

Additional Services: Additional permanent services requested by Client will be billed at a supplemental deployment rate, which will be negotiated by the Parties, but shall not be less than the Overtime Rate. The supplemental deployment rate for such additional permanent services will continue to apply until this Agreement is amended in writing. Additional requests for temporary services will be billed at a mutually agreed upon bill rate.



APPENDIX 4 – DISTRICT RESOURCES – CONTACT INFORMATION

TITLE	NAME	OFFICE PHONE
Superintendent of Schools	Dr. Jeremy Luft	845-528-8143
Assistant Superintendent, Business Administration	Grace Chan	845-528-8143
Asst. Superintendent, Curriculum, Instruction & HR	Jacqueline Levine	845-528-8143
Director, PPS	Melissa Estrella	845-528-8143
Transportation Supervisor	David Spittal	845-526-7856
Bus Dispatch Office – Head Bus Driver	Mike Koenig	845-528-8900
Asst. Head Bus Driver	Sarah Pellegrino	845-528-8900
District Clerk	Maureen Bellino	845-528-8143
Public Information	Jeannie Denike	845-528-8143
Director of Facilities, Operations, & Transportation	David Spittal	845-528-8143
Supervisor, Building Maintenance	Brian Mansfield	845-526-7847
Director of Physical Education & Athletics	Rob Webb	845-528-7412
Cafeteria Services	Whitson's	845-528-8130
Adult Education	N/A	
Town Supervisor	Alison Jolicoeur	845-526-2121
Putnam Valley Fire Department		845-526-2879
Ambulance - Putnam Valley Volunteer Ambulance Corps		845-526-3119
Putnam County		
County Executive	Kevin Byrne	845-808-1001
Emergency Management	Robert Lipton	845-808-4000
Sheriff's Department	Sheriff Brian Hess	845-225-4300
County Health Dept.	Rian Rodriguez	845-808-1390
Red Cross Emergency Services	845-471-0200	

APPENDIX 5 – SECTION 155.17 REGULATION COMPLIANCE REFERENCE

- **155.17(b)(14)** District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, school safety personnel, and other school personnel including bus drivers and monitors. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.
- **155.17(c)(1)(i)** policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including threats by students against themselves, which for this subdivision shall include suicide;
- **155.17(c)(1)(ii)** policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence;
- **155.17(c)(1)(iii)** appropriate prevention and intervention strategies, such as: (a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited; (b) nonviolent conflict resolution training programs; (c) peer mediation programs and youth courts; and (d) extended day and other school safety programs;
- **155.17(c)(1)(iv)** policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;
- **155.17(c)(1)(v)** except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;
- **155.17(c)(1)(vi)** except in a school district in a city having a population of more than one million inhabitants, the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law;
- **155.17(c)(1)(viii)** except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;
- **155.17(c)(1)(ix)** policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;
- **155.17(c)(1)(x)** policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;
- **155.17(c)(1)(xi)** policies and procedures relating to school building security, including, where appropriate: (a) the use of school safety or security officers and/or school resource officers. Beginning with the 2019-20 school year, and every school year thereafter, every school shall

define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct. A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan; and (b) security devices or procedures. District-wide school safety teams shall consider, as part of their review of the comprehensive district-wide safety plan, the installation of a panic alarm system;

- **155.17(c)(1)(xii)** policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community, and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, parents or other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;
- **155.17(c)(1)(xiii)** policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
- **155.17(c)(1)(xiv)** procedures for review and the conduct of drills, [and other exercises to test components of the emergency response plan, including the use of] tabletop exercises, and information about emergency procedures and drills, including information about procedures and timeframes for notification of parents or persons in parental relation regarding drills and other emergency response training(s) that include students. At their discretion, schools and districts may participate in full-scale exercises in coordination with local and county emergency responders and preparedness officials;
- **155.17(c)(1)(xv)** the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- **155.17(c)(1)(xvi)** strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;
- **155.17(c)(1)(xvii)** a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;

- **155.17(c)(1)(xviii)** in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster or emergency school closure;
- **155.17(c)(1)(xix)** the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: (a) coordination of the communication between school staff, law enforcement, and other first responders; (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; (c) ensure staff understanding of the district-wide school safety plan; (d) ensure the completion and yearly update of building-level emergency response plans for each school building; (e) assist in the selection of security related technology and development of procedures for the use of such technology; (f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the districtwide school safety plan and building-level emergency response plan(s) (g) ensure the conduct of required evacuation and lock-down drills in a trauma informed, developmentally, and age-appropriate manner that does not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency in all district buildings as required by section 807 of the Education Law; and (h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- **155.17(h)(1)(3)** One Emergency Dismissal drill shall be conducted to test emergency response procedures that require early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.
- **155.17(c)(1)(xx)** ensure the development of protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section 27-c of the Labor Law; and
- **155.17(c)(1)(xii)** beginning with the 2023-2024 school year and every school year thereafter, an emergency remote instruction plan. For purposes of this subparagraph remote instruction shall have the same meaning as defined in section 100.1(u) of this Chapter. Emergency remote instruction plans shall include: (a) policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction and policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity. Each chief executive officer of each educational agency located within a public school district shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity to inform the emergency remote instruction plan; (b) expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction; (c) a description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate; (d) a description of how special education and related services will be provided to students with disabilities, as defined in section 200.1(zz) of this Chapter, and preschool students with disabilities, as defined in section 200.1(mm) of this Chapter, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and (e) for school districts that receive foundation aid, the estimated number of instructional

hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.