

Averill Park Central School District

**DISTRICT-WIDE  
EMERGENCY RESPONSE PLAN**

**SAFE SCHOOLS PLAN**



*Revised: 7/2022*

Averill Park Central School District

SAFE SCHOOLS PLAN

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# SAFE SCHOOLS PLAN

## **Introduction**

This comprehensive Safe Schools Plan is a guide for planning and a framework for action for the schools and community with the Averill Park Central School District. Each Building Emergency Response Team, the parents, the community, our staff and students should use this as a resource. It is deliberately flexible so that it can be used to respond successfully to changes in the needs of individual schools within the district over time. The plan is a synthesis of safe school's research, ideas from several area model plans, ideas from many safe school workshops attended by our members, ideas and direction from our District-wide Safety Committee, and the school community's past experience.

The district is committed to an ongoing assessment of safety, the development of action plans and budgetary requests for improvement, and periodic evaluation and adjustment of the plan. This plan was developed pursuant to Commissioner's Regulation 155.17.

## Section 1: IMPLEMENTATION OF THE PLAN

1. Averill Park Central School District designates Dr. James Franchini, as the district's Chief Emergency Officer. Along with his Safety Coordinator designee, together, they will ensure the following duties shall be completed:
  - a. Annually review and update the district Safe Schools Plan and Building Level Emergency Response Plans
  - b. Ensuring that faculty and staff receive required training
  - c. All required emergency drills are completed annually.
2. The Superintendent of the Averill Park Central School District has formed a District-wide Safety Committee whose membership will be composed of representatives from: the School Board, teacher organization, administrator organization, parent organizations, school safety personnel, students, and other school personnel determined by the Superintendent or designee.
3. The Superintendent and the District-wide Safety Committee has charged all building principals to form Building Emergency Response Teams within their school buildings consisting of, but not limited to, representatives of: teacher organization, administrator organization, parent organizations, school safety personnel, other school personnel, community members, local law enforcement officials, fire officials, other emergency response agencies and other representatives the board of education deems appropriate.
4. In the event of an emergency or violent incident, the initial response at an individual school will be by that Building's Emergency Response Team. Once the Superintendent and/or his/her designee are notified, the District Emergency Response Team will be mobilized to respond and, when appropriate, local emergency officials will be notified. Efforts may be supplemented by local, county, and state resources through existing protocols.
5. It is the responsibility of each Building Emergency Response Team to use the Building Level Safety Plan and the District-wide Safety Committee to develop Emergency Procedures to effectively maintain a safe building. Each year the Building Emergency Response Teams will need to assemble the information needed to assess the component of the Emergency Procedures for their building. The Building Principal, or designee, must approve any modifications of each school's Building Level Safety Plan and submit it to the District Safety Coordinator. It is the Principal/designee's responsibility to see that the Emergency Procedures are implemented through appropriate designation of tasks to School Safety Team members as well as others.
6. Each Building Emergency Response Team should plan to meet to monitor and adjust their Action Plans and their Building Level Safety Plans if necessary throughout the school year; a minimum of three meetings is advisable.
7. Each School Safety Team will submit a summary to the Safety Coordinator by June 1 of each year. (See page 14) The report will contain the following:
  - a. Results of required emergency drills
  - b. A summary of safety incident reports from the past year
  - c. A summary of the Action Plan procedure(s) implemented, areas of noted improvement, and areas of concern

8. It is the responsibility of the District-wide Safety Committee to evaluate the information from all of the Building Emergency Response Teams' school safety reports, to re-evaluate the District Safe Schools Plan, to make necessary adjustments and to report annually to the Superintendent and/or the Board of Education.
9. Each year's new District Safe Schools Plan must be reviewed, updated if necessary, and adopted on or before September 1 of each year by the Board of Education upon the recommendations of the Superintendent, Chief Emergency Officer.
10. The approved District Safe Schools Plan must be provided to the Building Principals by September 1 for individual building planning purposes. Copies will also be provided to local emergency first responders.
11. It shall be the responsibility of the Safety Coordinator to maintain a progressive record of the District Safe Schools Plan and new or updated Building Emergency Response Team Emergency Procedures for each year. Updated Building Level Emergency Response Plans must be submitted to the New York State Education Department by October 1, annually.
12. A copy of the plan is available in the school's office and is published on the District website at <https://averillpark.k12.ny.us/> While linked to the District Safety Plan, the building level school safety plan shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law and any other provision of law in accordance with Education Law 2801-9.
13. The District utilizes the services of a trained School Resource Officer (SRO), provided via an Intermunicipal Agreement with the County of Rensselaer, and the Sheriff of Rensselaer County. The Intermunicipal Agreement (see page 15), clearly defines the scope of services, duties and responsibilities of the SRO, in relation to those of the District. This expressly includes the clear delegation of student disciplinary responsibility to the school administration.

## Section 2: RISK MANAGEMENT

### A. Prevention/Intervention Strategies

The Averill Park Central School District continues to develop and investigate various strategies regarding security, violence prevention and intervention. Examples include but are not limited to the following:

- Effective July 1, 2001, SAVE legislation requires that all prospective employees of a school district be fingerprinted if they have not been appointed by official action prior to July 1, 2001. This information will be used to determine whether individuals shall be granted clearance for employment
- Training of office staff on emergency response protocols
- Staff wearing of picture ID badges
- Monitored single entrance of each building
- Visitor sign in and sign out with the Raptor visitor management system
- Cameras to monitor hallways, entrances, parking areas and playgrounds
- School Resource Officer
- Active Shooter Protocols
- Rensselaer County Mental Health Satellite Clinic
- Training to select staff in de-escalation techniques and non-violent conflict resolution training. The District is committed to having key staff trained in non-violent crisis intervention.
- Code of Conduct for each building level
- Each building's referral process is utilized for the reporting of potentially violent incidents according to the building chain of command and following the District's Code of Conduct. Additionally, counselors are available in every school for students to share information where the source can be confidential.
- Internet safety instruction
- Counseling groups
- Student support teams
- Character education
- Student assistance counselors
- Referrals to outside agencies
- Student advisory programs
- Student-led leadership training
- Peer mediation
- Elementary Classroom Connections activities
- DASA Initiatives
- Restorative Justice/Circles
- Extracurricular Clubs and Activities: ex: World of Difference, Best Buddies, GSA
- Safer Schools Together Partnership

## **B. Training Drills & Exercises**

1. The District will conduct annual training for both staff and students in multi-hazard safety issues, including Right-To-Know and Blood Borne Pathogens. Training will be coordinated by the District Administration, consisting of classroom activities, general assemblies, tabletop exercises, fire drills, lockdown drills, shelter-in-place drills, evacuation drills, lock-out drill, bus evacuation drill, and other safety programs. The Building-level safety team and the District-wide Safety Committee meets periodically to review safety measures and procedures.
2. Averill Park CSD will coordinate drills and other school safety exercises annually for both staff and students. Training will include an explanation of the non-confidential roles and responsibilities of students and staff during the activation of emergency procedures outlined in the School Safety Plan and other applicable procedures. When appropriate the district will utilize local, county and state emergency responders and preparedness officials. The District will revise existing plans in response to post-incident critiques by medical personnel and other trained safety experts.
3. Staff training will be offered annually. Additional training will be scheduled when procedures change or circumstances indicate the need to review procedures.

Two hours of instruction on issues of school safety need to be provided to all employees on a yearly basis. These can/should include but are not limited to:

- a. De-escalation strategies
- b. Warning signals for violence
- c. Non-violent conflict resolution
- d. Emergency response team training
- e. Mediation
- f. Mentoring
- g. Social skill development
- h. Character education
- i. Playground Safety

4. The District will provide annual training to staff in violence prevention and intervention, including but not limited to in-service programs, conference days and workshops. Targeted staff is trained in policies/procedures pertaining to anti-harassment/bullying/violence. Identified staff participates in CPR, AED and First Aid training. School Safety Training and DASA instruction will occur by September 15th of each year.
5. Schools will keep a record of all building drills and report this information annually to the District-wide Safety Team for review using the reporting form in the Safety shared drive.

## **C. Procedures for annual multi-hazard training for staff and students**

Each school within the district shall:

- Conduct a minimum of four lockdown and eight fire drills per school year. A combination of eight drills are to be completed by December 31, with the remaining four drills to be completed by the end of the school year.
- Provide all staff with lockdown and emergency training delivered by law enforcement.

- Students are instructed on emergency response protocols, including lockdown procedures, prior to the drills each year.
- Students are instructed on emergency evacuation procedures prior to the required fire drills each year.
- Provide the required staff with playground safety training.

#### **D. Implementation of School Security**

Averill Park Central School District is committed to providing a safe working and learning environment. To help ensure the personal safety of staff and students the following has been adopted:

1. Screening of potential new employees which includes checking at least three references and submitting to a criminal history background check that includes fingerprinting.
2. All outside doors will remain locked during the day. Visitors may access the schools through the main entrance.
3. Each Main Office has a panic button with direct connection to 911 dispatch.
4. Staff screen visitors prior to admitting entrance.
5. Every door will be accessible as an exit. Protocols are in place to ensure doors are not propped open or the locking mechanisms are not otherwise overridden.
6. All inside classroom doors shall have the capability to be locked from the inside. The District encourages all faculty members to keep doors unlocked from the inside, but locked from the outside.
7. All visitors will be required to sign in, and if they will need access to other areas of the building they will either be escorted by an employee of the school or issued a “Visitor” ID tag.
8. Cameras and monitors will be strategically placed.
9. The District’s staff will monitor all areas of each campus for safety and security purposes.
10. Close communication and collaborative working relationships between the District and local law enforcement is essential to increasing school safety and ensuring a timely and appropriate
11. If the building has Hall Monitors, the monitors will maintain a presence in the hallways during passing times; maintain a presence in school bus loading and unloading zones at the beginning and end of school days; and maintain a presence at any other strategically advantageous points to observe traffic flow.
12. Before a child may be taken from the building by a non-school person, the visitor must be recognized by the building principal or his/her designee as one having the legal right to take the child. The visitor will wait in the assigned area for the child to come from the classroom at which time he/she will be signed out. No visitor is to go to the classroom unaccompanied by the appropriate school official for the purpose of getting a child.

#### **E. Early Detection of Potentially Violent Behaviors**

Averill Park Central School District will:

- Facilitate training for staff and students on specific policies regarding reporting of threats and conflicts, weapons, appropriate clothing and the clearly defined roles and responsibilities of all persons involved in the school setting.
- Disseminate information provided by the school Code of Conduct.

There are early warning signs in most cases of violence to self and others. Certain emotional and behavioral signs that, when viewed in context, can signal a troubled student. Student support teams within each building meet regularly to monitor warning signs that may signal a student that may need



help. Teachers and parents may make referrals on specific students through the building principal or school counselors. Some signs may include:

- Social withdrawal
- Excessive feeling of isolation
- Excessive feeling of rejection
- Being the victim of violence
- Feeling of being picked on
- Low school interest and poor academic performance
- Expression of violence in writing and drawings
- Uncontrolled anger
- Patterns of impulsive, chronic hitting and bullying
- History of discipline problems
- History of violent and aggressive behavior
- Intolerance for differences and prejudicial attitudes
- Alcohol and drug usage
- Affiliation with gangs
- Inappropriate access/use of firearms
- Serious threats of violence

#### **F. Sites of Potential Emergencies**

The Averill Park Central School District has established procedures in the Building Level Emergency Response Plan for the identification of potential internal and/or external hazards that may be present in them. These procedures have been developed in coordination with local emergency management office personnel, fire department, and law enforcement agencies.

## Section 3: RESPONSE

### A. District Response to Emergency Situations

1. The District uses the Incident Command System model for emergency actions. For district-wide emergencies, the Incident Commander will be Superintendent of Schools.

2. In building-level emergencies, the administrator in charge or his/her designee will act as the Incident Commander. As time permits these decisions should be made after consulting with the Superintendent of Schools. The Incident Commander is authorized to activate such resources and personnel as are appropriate for the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the Building Level Emergency Response Plan. Building Level Incident Command staff are identified in the Building Level Emergency Response Plan.

3. Information regarding the Averill Park Central School Incident Command Center post, staging area, transportation, and guidance on family reunification plans and procedures are identified in the Building Level Emergency Response Plans.

### B. Notification and Activation (Internal and External Communications)

1. The Incident Commander will initiate the emergency response: Fire drill, Shelter-in-place, Lockout, Lockdown, Evacuation. If appropriate, the Incident Commander will contact law enforcement officials as described in the Building-Level Emergency Response Plans.

2. The District will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification, and will delegate its delivery.

3. The District will contact appropriate parents, guardians, or persons in parental relation to the students/staff via the School Messenger system, media release, telephone contact, or other appropriate means in the event of an emergency situation. Conditions requiring such notification are outlined in the Building-Level Emergency Response Plans.

4. District staff will be alerted by, but not limited to: building intercom systems, School Messenger, walkie-talkies, email or phones.

### C. Situational Responses

1. The Averill Park Central District's multi-hazard response plans for taking actions in the following emergencies are included in the School Safety Plan. These include, but are not limited to, the following:

#### Acts of Violence

- Bomb Threat
- Hostage taking/kidnapping
- Intrusion

#### Natural Hazards

- Earthquake
- Flood
- Hurricane/tropical storm
- Severe thunderstorm/tornado
- Winter storm

## **Technological Hazards**

- Energy Supply Loss
- Gas Leak
- Hazardous Material Spill
- Radiological Incident
- Water Emergency

## **Explosion and Fire**

- Explosion/Fire Emergency

## **Systems Failure**

- Building Structure Failure
- Maintenance Emergency
- Transportation Fleet Loss

## **Medical Emergencies**

- School Bus Accident
- Procedural Guidelines for Medical Emergencies
- Pandemic Flu

2. **School Cancellations** - The District procedure for cancellation is for the Superintendent to make the determination after consultation with the Transportation Supervisor, District administrators, and/or county emergency management personnel. The Superintendent, or designee, contacts local radio and television stations. He/She also initiates the telephone chain by calling the designated assistant superintendents. The Superintendent's designee is authorized to follow this procedure if the Superintendent is unavailable.
3. The District procedure for **early dismissal** is as follows:
  - a. Superintendent or his/her designee decides on an early dismissal.
  - b. The Transportation Supervisor is notified to supply buses.
  - c. Central and building administrators are notified.
  - d. Staff and students are informed of closing.
  - e. Parents are notified of early dismissal through media contacts (radio stations, television, web site). Messages will also be sent via the School Messenger Texting system.

## **4. Evacuation Plan**

Building plans provide specific information on internal and external district location options depending on the extent of the situation.

- A. If there is a disaster within Rensselaer County, the Averill Park Central School District Superintendent will implement an evacuation plan in cooperation with the Rensselaer County Emergency Services.
- B. If the evacuation of the school building is deemed necessary, staff will be responsible for all persons under their control. Staff will take class attendance, visitor logs and other important records with them to pre-designated safety areas.
- C. If an evacuation is necessary before the start of the school day: No students will enter the building. All staff present will vacate to the nearest designated site.
- D. If an evacuation is necessary during school hours: All students within the building or waiting to enter will be evacuated to the appropriate shelter site.

- E. It is the responsibility of the Principal and the District-wide Safety Committee along with the School Nurse to develop and implement an emergency evacuation plan for persons with medical issues and physical limitations. Plans will be included in each school's Building Level Emergency Response Plan.

#### **5. Sheltering Plan**

If it is necessary for a school building to be utilized to house students, all teachers and building administrators will stay with the students to oversee and to supervise such operations. Procedures for Sheltering On-Site are found in the Building Emergency Response Plans. The procedures are specific to each school and situation.

#### **6. Student Release and Reunification**

All students who have been evacuated to a pre-designated safety area will remain under the supervision of teachers and administrative personnel until the incident has been resolved. The incident commander will determine the plan for reunification with families.

### **D. SHELTER AGREEMENTS**

The district has established and has recurring shelter agreements with the following locations in preparation for emergency situations that would call for an off-site evacuation:

- East Greenbush Central School District
- Hudson Valley Community College
- Wynantskill Union Free School District
- The Parker School
- Questar III BOCES

Copies of the Shelter agreements can be found in the Superintendent's office.

## Section 4: RECOVERY

After a critical incident has occurred, the school is committed to a thorough and comprehensive recovery for students, staff and families. To achieve this goal, the Post-Incident Response Team should consider the following steps:

Step 1: Consult with Leadership Team and others to:

- Determine nature and advisability of team involvement
- If District or Building Response Team is needed, acquire release from currently assigned responsibility

Step 2: Acquire facts and circumstances as to the nature of the trauma/loss

Step 3: Determine groups and/or individuals most affected by the trauma (target population)

Step 4: Assist Incident Commander/Superintendent in the following:

- Arrange for staff meeting and formulate staff meeting agenda
- Disseminate information to staff, parents, students, media, etc. (ex. letters, etc.)
- Determine logistical needs (ex. work space, crisis center, counseling rooms, class schedules, etc.)

Step 5: Assignment of team members and other staff to individual tasks

Step 6: Provide Post Incident Response Services

- Conduct faculty meeting with all building staff and plan follow up meetings
- Conduct classroom meetings in seriously affected classes by school counselor
- Assess needs and arrange for follow-up meetings with individuals and small groups
- Crisis Team “debriefing” at the end of the day
- Provide substitutes and aides as back-up staff for teachers
- Crisis workers in offices to aid office staff to deal with parents’ telephone calls and questions

Step 7: Follow-up plans for ending Crisis Team involvement

- Staff meeting to go over staff questions and needs
- Provide feedback to teachers regarding individual student needs
- Refer students and others to appropriate building personnel or other helping resources in the community
- Arrange for meeting with Crisis Response Team to determine effectiveness of the Crisis Response Plan in addressing the needs for the incident

### **Follow-through**

Averill Park Central School District will work closely with regional support team/local mental health services to:

- Provide services to children and families that are appropriate for the type of emergency/disaster
- Assess conditions and immediate needs of children and families including food, shelter, clothing and medical treatment
- Follow-up on referrals
- Decrease the internal and external stressors which affect the children and families
- Provide opportunities for children, families & staff to verbalize their feelings and emotional support to aid recovery
- Guide the families and staff through the emergency/disaster and provide tools and techniques for the families to help them recover

Appendix A

**Building Safety Team Summary Report**

Submit by June 1st to District Safety Coordinator

School: <input type="checkbox"/> APHS <input type="checkbox"/> AMS <input type="checkbox"/> MHSL <input type="checkbox"/> PES <input type="checkbox"/> WSL
Date of review:
Are all safety drills completed for the year and entered into the "Drills" reporting form? If not, do you have them scheduled? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No, but they are currently scheduled for completion
Any incidents of note requiring corrective action planning? Describe.
Additional safety concerns/issues?
Has your Building Safety Team identified changes to your current Building Safety Plan? <input type="checkbox"/> Yes. Submit to Safety Coordinator before July 1 <input type="checkbox"/> No
Has your Building Safety Team identified any resources or training that are needed moving forward?

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made by and between the **AVERILL PARK CENTRAL SCHOOL DISTRICT**, with offices at 146 Gettle Road, Averill Park, NY 12018 (hereinafter referred to as the "District"), the **COUNTY OF RENSSELAER**, a municipal corporation of the State of New York, with offices at 1600 7<sup>th</sup> Ave., Troy, NY 12180 (hereinafter referred to as the "County"), and the **SHERIFF OF RENSSELAER COUNTY**, a constitutional Officer in and for the County of Rensselaer with offices at 4000 Main St., Troy, NY 12180, (hereinafter referred to as the "Sheriff")(each, a Party; together the Parties).

### WITNESSETH:

**WHEREAS**, the County, through its Office of the Sheriff, has the capacity to provide a Deputy Sheriff trained as a **School Resource Officer** (hereinafter referred to as "SRO");

**WHEREAS**, the Parties have determined it would be mutually beneficial for one (1) uniformed SRO to be assigned to work within the District; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

**WHEREAS**, it is the goal of the Parties to enter into a partnership to enhance the school environment by assigning an SRO to the District who will work to meet the following objectives:

- To work cooperatively with District Staff to address crime and disorder problems that jeopardize the safety of students, staff and visitors, including, but not limited to drug activities affecting or occurring in or around any District building;
- To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
- To develop and/or expand crime prevention efforts for students;
- To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;
- To make recommendations in connection with physical changes in the environment that may reduce crime in and around District buildings;
- To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
- To build working relationships with District staff as well as with students and parents;
- To present a positive role model of a law enforcement officer; and
- To encourage a positive perception of law enforcement within the community.

**WHEREAS**, all Parties, through Legislative Resolution or School Board approval, are authorized to execute an agreement for services contained herein;

**NOW, THEREFORE**, in consideration of mutual promises and agreements contained herein, the Parties hereto agree as follows:

### 1. SCOPE OF SERVICES

A. **Attendance:** The SRO shall provide services to the District each Monday through Friday, when school is in session [approximately one hundred eight five (185) days], with hours coinciding with the District's school day, reporting to the District, in a marked patrol vehicle, with the exception of vacation, sick leave, personal leave, school holidays, winter and spring breaks, and the summer months when school is not in session. Vacation, personal and sick leave are defined by the bargaining unit within the Sheriff's Office. **The SRO will be in**

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**attendance when students are present for a school day.** If the SRO is unable to report for duty due to sickness, injury, or any other unforeseen circumstance for a period of more than 2 days, the Sheriff will see that a replacement is assigned to the District to serve in the SRO's absence.

- I. The Sheriff and his training coordinator will make every reasonable effort to provide the SRO with all mandatory police trainings during times that school is not in session.
- II. The SRO will attend, upon District request, any sporting events, community events, or any other such function deemed appropriate by the district, as approved by the Sheriff.
- III. Any hours worked beyond 40 hours in a week by the SRO, as approved by the sheriff for school activities and events will be applied as comp time for the SRO, in accordance with the collective bargaining agreement, to be utilized at times when school is not in session. The District will not be responsible for paying overtime premiums for the SRO.
- IV. In any instance where the District requests law enforcement presence at an event outside of normal school hours, as approved by the Sheriff and the SRO is unable to attend, every reasonable effort shall be made to provide a replacement for such event.

**B. Responsibilities of the SRO (See Appendix A for a more detailed breakdown):**

- I. The SRO will move freely to the various buildings within the District throughout the day, making sure to be visible during high traffic and transition times both inside and outside of the buildings. Upon arrival at a particular school building, the SRO will advise the main office of his/her presence so that the District will be able to track his/her location throughout the District.
- II. Mediate negative situations that occur between students or between students and staff in consultation with building or District administration.
- III. Investigate any situations as requested by District administration.
- IV. Take part in any District safety planning and drills.
- V. Work with students and families to address issues of truancy, making home visits when appropriate or by request of the District administration.
- VI. Identify and develop students to serve as positive role models working with District clubs and activities.
- VII. Prepare lectures and instruct when requested or when appropriate.
- VIII. Educate students and parents on bullying, Internet safety, drug and alcohol awareness, and any other topic as requested by the District.
- IX. Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.
- X. Speak with or provide lecture to community groups and parents as requested by the district.
- XI. Use discretion when disseminating confidential information, particularly in light of the District's policies with respect to student records and its mandates pursuant to the Family Educational Rights and Privacy Act (FERPA).
- XII. Cooperate with any District disciplinary actions taken, assist the District in determining the need for law enforcement interventions. However, the SRO shall not act as a school disciplinarian. School discipline is the sole responsibility of the District.

**C. Supervision of the SRO:** The SRO will report directly to the District's Superintendent or their designee. The SRO will work directly with the various building Principals on a day to day basis regarding situations and relationships in each of the District's buildings. The SRO shall be subject to the District's policies and procedures when performing functions in the District's schools, unless otherwise provided in this agreement. The District shall provide training to the SRO in school policy, regulations and procedures. The SRO will also be under the direct supervision of a Sheriff's Sergeant, as assigned by the Sheriff. The



District will provide an annual performance evaluation to the Sheriff, to ensure all goals and objectives of the SRO program are being met, noting any and all deficiencies.

2. **TERM OF AGREEMENT:** This Agreement shall take effect on September 1, 2020, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2023, which is a period to include three (3) full school years. Prior to April 1, 2023, the Parties will renegotiate to continue or terminate the SRO program for the following school years.

3. **PAYMENT:** The County and Sheriff agree to provide and pay the SRO's actual salary and employment benefits in accordance with County personnel policies and the applicable collective bargaining agreement. The District agrees to pay the County an amount equal to the SRO's actual salary and employment benefits in accordance with the appropriate collective bargaining agreement. The current salary and employment benefits for the SRO would be approximately **NINETY TWO THOUSAND FIVE HUNDRED DOLLARS (\$92,500)** annually. This amount may be escalated or reduced based on changes to the actual salary, benefits and collective bargaining agreement for the SRO assigned to provide services under this agreement. The County shall provide records as deemed necessary to justify the claim. The District agrees to submit all payments to the County within thirty (30) day of the invoice being submitted. The County shall submit invoices to the District as follows (subject to escalation or reduction as mentioned-herein):

INVOICE DATE	PERIOD COVERED	INVOICE AMOUNT
January 15, 2021	September 1, 2020 to December 31, 2020	\$30,833.33
April 15, 2021	January 1, 2021 to March 31, 2021	\$30,833.33
June 15, 2021	April 1, 2021 to June 30, 2021	\$30,833.34
January 15, 2022	September 1, 2021 to December 31, 2021	\$30,833.33
April 15, 2022	January 1, 2022 to March 31, 2022	\$30,833.33
June 15, 2022	April 1, 2022 to June 30, 2022	\$30,833.34
January 15, 2023	September 1, 2022 to December 31, 2022	\$30,833.33
April 15, 2023	January 1, 2023 to March 31, 2023	\$30,833.33
June 15, 2023	April 1, 2023 to June 30, 2023	\$30,833.34

4. **TERMINATION:** Any Party may terminate this Agreement immediately upon notice to the other Parties, in the event of any Party failing to comply with the terms of this Agreement in any material respect and such failure not being cured within thirty (30) days after receipt of notice by the other Parties describing such failure. Any Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Parties. The County may terminate this Agreement upon written notice to the District for failure by the District to appropriate funds for the Services rendered by the County and the Sheriff under this Agreement.

All Parties understand that this agreement causes the creation of one (1) new Deputy Sheriff position in the County's budget, and the termination of this Agreement could mean the elimination of that one (1) Deputy Sheriff position from the County's annual budget.

5. **SELECTION OF THE SRO:** The Deputy Sheriff assigned as the SRO will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration, among other criteria, the Deputy Sheriff's training, qualifications, experience, interest in the position and their ability to effectuate the goals and objectives set forth herein. The Sheriff will take into consideration, but shall not be bound to, any requests made by the District to have a specific Deputy Sheriff serving at the SRO. When practical, the District will be given an opportunity to meet and interview SRO candidates prior to assignment to the District.

6. **REMOVAL OF THE SRO:** The District shall have the right to request the removal and/or replacement of the SRO upon written notice to the Sheriff when such action is deemed necessary by the District for the SRO's failure to

meet or comply with the goals and objectives of the program. The Sheriff has the sole authority to remove the SRO at any time for discipline or discharge in accordance with the appropriate collective bargaining agreement. Removal or replacement of the SRO, upon District request, will not be unreasonably denied by the Sheriff.

7. **NOTICES:** All notices shall be in writing and sent by certified mail, registered mail, overnight mail, courier or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as any Party may indicate by at least thirty (30) days prior written notice to the other Parties.
8. **INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Parties, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that any Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Parties, its employees, representatives, subcontractors, assignees or agents.
9. **INSURANCE:** All Parties shall provide the other Parties with proof of General Liability, Workers Compensation, Disability, and Auto Insurance coverage, and shall name the other Parties as an additional insured with respect to General Liability coverage.
10. **INDEPENDENT CONTRACTOR:** The SRO shall be an employee of the County, specifically the Sheriff's Office. Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, state and federal laws governing its personnel, including workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.
11. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the County's Legislature, in consultation with the Rensselaer County Attorney or designee, but must instead only be heard in the Supreme Court of the State of New York, with closest venue to Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.
12. **CORPORATE COMPLIANCE:** All parties agree to comply with all Federal, State and local laws, rules and regulations governing the provision of goods and/or services under this Agreement.
13. **NO ASSIGNMENT WITHOUT CONSENT:** This Agreement may not be assigned by any of the Parties, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the other Parties and any attempt to do so without first obtaining such written consent will be void and of no force and effect.
14. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
15. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the SCOPE OF SERVICES in this Agreement shall not be binding, unless prior to the performance of any such services, the County and Sheriff, with appropriate consultations, execute an amendment or modification to this Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of

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this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

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

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

AVERILL PARK CENTRAL SCHOOL DISTRICT

BY: [Signature]  
Superintendent, APCSD

DATE: 6/16/20

STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) ss:

On this 16 day of June, 2020, before me, the above signed, James Franchini, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Linda J. Premeau  
Notary Public - State of New York  
No. 01PR6211642  
Qualified in Rensselaer County  
My Commission Expires September 21, 2021

[Signature]  
Notary Public

RENSSELAER COUNTY SHERIFF

BY: [Signature]  
Sheriff, Rensselaer County

DATE: 6/19/20

STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) ss:

On this 18<sup>th</sup> day of JUNE, 2020, before me, the above signed, Patrick A. Russo, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public  
**MARCELLE M SWANBERRY**  
Notary Public, State of New York  
No. 01SW6311993  
Qualified in Schoharie County  
Commission Expires September 22, 2022

RENSELAER COUNTY LEGISLATURE

BY: Steven F. McLaughlin  
County Executive, Rensselaer County

DATE: 7/16/20

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF RENSSELAER )

On this 20<sup>th</sup> day of July, 2020, before me, the above signed, Steven F. McLaughlin, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

**DAVID P SCHNALL**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SC6393696  
Qualified in Rensselaer County  
My Commission Expires June 24, 2022

David Schnall  
Notary Public

APPROVED AS TO FORM

SK  
Carl J. Kempf III  
Rensselaer County Attorney  
Date 7/16, 2020

Approved by the  
Rensselaer County Bureau of Budget

Stacey A. Farrar  
Stacey A. Farrar 7/16/2020  
Director of Budget

## APPENDIX A

### RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

#### 1. OBJECTIVES OF AN SRO PROGRAM

- a. To maintain a safe campus environment conducive to learning.
- b. To create unity between law enforcement and school districts.
- c. To improve relationships between youth, communities and law enforcement.
- d. To serve as consultants to school, staff, parents and youth on safety matters.
- e. To serve as positive role models for all.

#### 2. PRIMARY FUNCTIONS OF THE SRO

- a. To be a visible, active law enforcement figure for the District, dealing specifically with law enforcement matters that originate on campus.
- b. To serve as a resource for students, allowing them to associate with law enforcement in the student's environment.
- c. To serve as a resource for teachers, parents and students by scheduling conferences to deal with individual or group problems and questions, particularly those that may lead to criminal activity.
- d. To appear before classrooms, community groups, PTO's, or any other group requesting lecture or information regarding a particular topic of interest within the District.
- e. To work with building administrators and assist in forming safety plans or other relevant school policies and procedures.
- f. To effectively communicate with all District staff when action is needed.
- g. To be available upon request for crime prevention presentations.
- h. To serve as a liaison between the District and law enforcement when law enforcement has a need to conduct business with students, staff or parents when school is in session.
- i. To not serve as a disciplinarian. The school is responsible for discipline unless an incident is deemed to be of a criminal nature. The SRO will advise the school and take action if they believe criminal activity has occurred.
- j. To serve as a crisis intervention officer, assisting in the mediation process or restorative justice process.

#### 3. THE TRIAD APPROACH TO AN SRO PROGRAM

##### a. LAW ENFORCEMENT OFFICER

- i. Maintaining law and order.
- ii. Conducting criminal investigations (may include assisting building administrators conducting investigations and advising if criminal activity has occurred).
- iii. Make arrests if appropriate (criminal mischief, drugs, aggravated harassment, etc.). In an effort to minimize disruption to the learning environment, the SRO should avoid making arrests on District property while school is in session. If an arrest situation presents itself the SRO should consider the following factors when determining the best course of action: (1) whether the arrest is related to a school-related offense; (2) the seriousness of the offense; (3) whether there is an imminent threat to public safety; and (4) whether the arrest can be accomplished in an alternative manner. Unless exigent

circumstances exist, the SRO should consult with a building or District administrator before making an arrest on District property.

- iv. Assist building safety teams in formulating appropriate safety policies and procedures.
- v. Assist in coordinating building safety drills, obtaining additional law enforcement assistance when needed.
- vi. Investigate truancy cases, make home visits if necessary, and advise when PINS petitions are appropriate.
- vii. Investigate child sexual assault cases or domestic violence issues.

**b. LAW RELATED COUNSELOR**

- i. Provide guidance to students, parents, teachers and staff on how to seek support services within and outside of the school.
- ii. Work with appropriate guidance staff to identify "at risk" students based on the SRO's knowledge of the student's family and community.
- iii. Serves as a mentor and role model to students identified by the school as needing assistance or through interpersonal relationships developed.
- iv. Assists in the transportation of students to a hospital if they are deemed a threat to themselves or others.
- v. Assists families in identifying appropriate community resources.

**c. LAW RELATED PRESENTER**

- i. Presents law enforcement expertise via classroom presentations or group assemblies to help students, teachers, parents and community members better understand the law. Topics may include, but are not limited to;
  - 1. Sexual Harassment and Sexual Abuse
  - 2. Bullying
  - 3. Child Abuse
  - 4. Underage Drug or Alcohol Abuse
  - 5. NYS Graduated Driver's License Program
  - 6. Zero Tolerance Laws
  - 7. Relevant Legal Statutes (Vehicle and Traffic Law, ABC Law, Penal Law, etc.)
  - 8. Internet Safety
  - 9. Sportsmanship
  - 10. The NYS Court System (Criminal, Family, Civil)
- ii. Actively participates with the District's Safety Committee or any other inter-disciplinary teams deemed appropriate.
- iii. Promotes programs that stress good citizenship and positive moral development.

# Appendix C

## Additional District Plans for Reference

[Continuity of Operations Plan- Public Health Emergency](#) (Located on the AP District website)

Continuity of Operations Plan- Disaster Recovery (Internal document only)

District/Building Response Protocols in Event of Student/Staff Crisis (Internal only)