Averill Park Central School District

DISTRICT-WIDE EMERGENCY RESPONSE PLAN

SAFE SCHOOLS PLAN

BOE approved: 8/10/26

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 staff and students receive required training by September 15th of each year.
    c. Ensure the required evacuation and lock-down drills are conducted in a trauma-informed, and developmentally and age-appropriate manner that does not include props, actors, or 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.

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, transportation department, 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. The Building Emergency Response Planning and Building Emergency Response Teams 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. The Building Emergency Response Planning and Building Emergency Response Teams will submit a summary to the Safety Coordinator by June 1 of each year. (Appendix A). 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 and Planning 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 1st 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 1st 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 annually to the New York State Education Department by October 1.

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.

11. 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 (Appendix D), 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 all staff (including front office staff) on emergency response protocols
- Staff wearing of picture ID badges
- Monitored single entrance of each building. Secured vestibules at all schools
- Visitor sign-in/out with the Raptor Visitor Management system
- Cameras to monitor hallways, entrances, parking areas, buses and playgrounds
- Rensselaer County Sheriff- School Resource Officer
- Emergency Response Protocols
- Rensselaer County Mental Health Satellite Clinic
- Training for all staff in de-escalation techniques and non-violent conflict resolution training
- Code of Conduct for each building level LINKED HERE
- 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
- Building based Student Support teams
- Character education programs/activities
- Rensselaer County Student Assistance counselors- MS & HS
- START Center: social work service for family engagement services
- Referrals to outside agencies
- Peer mediation
- Elementary Classroom Connections activities
- DASA Initiatives
- Restorative Justice/Circles
- Extracurricular Clubs and Activities: ex: Best Buddies, Service Learning @ AMS, SAGA
- Safer Schools Together Partnership ex: Worrisome Behavior Reports
- Therapeutic Crisis Intervention Training using Cornell Residential Project
- Elementary health topics, Erin's Law presentations from Rensselaer County and/or St. Peter's Health
- Second Step lessons for K-8 which includes Tier 1 instruction on social emotional skills
- Employee Assistance Program and supports
- Trauma Informed drills
- Behavioral Threat Assessment teams using the CLPS platform
- Stop It/Help Me anonymous reporting app
- Psychological/Behavioral consultants to work with school teams on specific student needs and supports
- Collaborate with the Rensselaer County Threat Assessment Team

B. Drills & Exercises

1. Annually, Averill Park CSD will coordinate trauma-informed drills and other school safety exercises for staff and students. Training for students and staff will occur prior to September 15th and before any drills are initiated.
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 review building safety protocols in response to post-incident feedback.
These drills will be conducted in a trauma-informed, developmentally and age-appropriate manner. They will not include props, actors, simulations or other tactics intended to mimic a school shooting, incident of violence or another emergency.
Additionally, students and staff will be informed of lockdown drills via the PA system immediately prior to the initiation of the drill.

2. Per regulation, there can only be one drill scheduled each day per building. Throughout the year, drills must be scheduled at different times of day.

3. If the district participates in a full-scale exercise/simulation in conjunction with local and county emergency responders and preparedness officials, such activities will not occur while school is in session or during after school events/athletics. Such activities can not include students without written consent from parents or persons in parental relation.

4. The District will conduct annual training for both staff 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, tabletop exercises, evacuation drills, lockdown drills, shelter-in-place drills, evacuation drills, secure lockout drill, bus evacuation drill, and other safety programs. The Building-level safety team and the District-wide Safety Committee will both review safety measures and procedures at their scheduled meetings.

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. Social skill development
g. Character education
h. Playground Safety

5. 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 AED and First Aid training. Sudden Cardiac Arrest, School Safety Training and DASA instruction will occur by September 15th of each year.

6. 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. This information will be submitted to NYS by October 1st.

C. Procedures for annual multi-hazard training for staff, students and families

Each school within the district shall:

- Conduct a minimum of four lockdown and eight evacuation 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. All drills will be completed during the scheduled school day.
- Provide all staff with emergency response and emergency training (ex: evacuation, lockdown). This may occur via self-paced modules or direct sessions by law enforcement.
- Students are instructed on emergency response protocols, including evacuation and lockdown procedures, prior to the drills each year.
- Parents/Families will be informed annually regarding emergency response types and procedures. Families can refer to the FAQ on the district website: https://www.averillpark.k12.ny.us/services/school-safety/emergency-response-for-parents-faq/ Additionally, families will be messaged in the week prior to any planned drill.
- Provide required staff with playground safety training.
- Provide CPR/AED training for mandated staff members (school nurses, bus driver/attendants and coaches)
- Offer CPR/AED training for volunteer staff

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 will access the schools through a single entry point at the main entrance.
3. Staff will visually screen visitors prior to admitting entrance into the school.
4. Every exterior 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.
5. All inside classroom doors shall have the capability to be locked from the inside or be permanently in locked position (storeroom lockset)
6. Doors will be closed and locked at all times if the room is not occupied.
7. All visitors and non-building employees will be required to sign in with the Raptor Visitor Management System. If they 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 via the Raptor system.
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 relationships between the District and local law enforcement agencies.
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 and student behavior.
12. Before a child may be released 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 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 locating 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.
- Annual training on Averill Park's Workplace Violence program and reporting mechanisms.
- Train staff in de-escalation strategies which may include Therapeutic Crisis Intervention (TCI).
- Use building based Threat Assessment Teams. Teams include administrator(s), school psychologist and counselor(s), and other school personnel. Teams have been trained and will use the CPLS model and document all threats in the CLPS online platform. The goals are to prevent violence and to resolve conflicts or problems that underlie threatening behavior. The purpose of the team is to conduct threat assessments of students and other individuals who threaten to commit an act of violence. The assessment will determine the level of significance and determine if the threat can be quickly resolved or if the threat will require/(s) more extensive evaluation and intervention. Students/staff/families should report all threats to school administration or law enforcement.
- Anonymous Reporting System. Averill Park offers the HelpMe Anonymous Reporting System to all students gr 4-12 and to all district families. This resource has 3 options: Access to local resources to help yourself; Access to a national network of crisis counselors available 24/7 via text; Anonymously reporting concerning situations to school administrators with 24/7 monitoring. Students will be trained annually on the platform and notices will be shared to families.
- 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 or 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 behaviors ex: impulsive aggression, chronic hitting and bullying
    - History of discipline problems, violent and aggressive behavior
    - Intolerance for differences and prejudicial attitudes
    - Alcohol and drug usage
    - Inappropriate access/use of firearms
    - 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.

G. Cardiac Response Plans

Desha's Law was enacted on September 1, 2025 and the Dominic Murray Sudden Cardiac Arrest Prevention Act in 2022. These laws mandate that school safety plans include a comprehensive cardiac emergency response plan. The plan must outline procedures and designate appropriate personnel to respond to sudden cardiac arrest or similar life-threatening emergencies occurring on school grounds or at school-sponsored events.

Sudden Cardiac Arrest (SCA) is an emergency that happens when the heart suddenly stops working. It can cause death if not treated immediately, and even with treatment death may occur. Immediate treatment requires CPR and use of an AED. All public schools must have a staff member training in the use of CPR and AED in the school and at all school events. Additionally, any student who displays signs and symptoms of pending SCA during **physical activities** must be immediately removed from such activities and cannot return until they receive clearance from a health care provider.

The use of an on-site Automated External defibrillators (AEDs) is required under the NYS Education Department Commissioners Regulation CRR 136.4. The AEDs shall be "clearly marked, accessible, and maintained with guidelines set by the American Heart Association or other nationally recognized". Protocols for response and maintenance documentation are included in the Building-level Emergency Response Plans. This includes the location of each building's AED and training procedures for staff in the use of an AED.

If a Sudden Cardiac Arrest incident is suspected, the staff person must ensure scene safety; call for help which includes calling 911; Obtain an AED; and initiate CPR/AED use if trained to do so.

These response protocols will be put into action for any school related event on or off school grounds.

Desha's Law requires annual training for students that is age and developmentally appropriate information that includes signs of cardiac arrest, how to get help for an adult, what to do in case of an emergency and where AEDs are located (for older students). Additionally, since 2015, all high school students must be provided instruction in hands-only CPR and use of an AED. This instruction should be designed to: a) have students recognize the signs of a possible cardiac arrest and to call 911; b) provide an opportunity to demonstrate compressions necessary to perform hands-only CPR; and c) provide an awareness in the use of the AED. At Averill Park, this instruction will occur in Health class.

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 the Superintendent of Schools or his designee if the Superintendent is not on site at the time of the incident.

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. Any staff member may initiate an emergency response: Hold in Place, Shelter-in-place, Secure Lockout, Lockdown, Evacuation. The Incident Commander will contact emergency responders as described in the Building-Level Emergency Response Plans.
2. The District will notify any appropriate educational agencies in the case of a disaster that would affect any of these agencies.
3. The District will contact appropriate parents, guardians 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. Staff will be alerted by, but not limited to: building intercom systems, School Messenger, walkie-talkies, email or phones.

C. Situational Responses

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 ex: Bomb Threats, Weapons on campus
Natural Hazards ex: Weather related storms, earthquake, air quality
Technological Hazards ex: Gas leaks, hazardous material spills, water emergency
Explosion and Fire
Systems Failure ex: Lack of communication or bus fleet
Medical Emergencies ex: Bus Accident, Infectious Disease

1. **School Cancellations** - The Superintendent will make the determination after consultation with the Transportation Supervisor, and/or county emergency management personnel. The Superintendent, or designee, initiates the communication of school cancellation to staff and school community.

2. 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 will be notified of early dismissal through media contacts (radio stations, television, web site) and/or messages sent via the School Messenger Texting system.

3. 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 mobilize to the nearest designated site. Transportation will be informed and will follow directions for off-site staging.

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, School Nurse and the Safety Committee 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 (appendix G).

4. Sheltering Plan

If it is necessary for a school building to be utilized to house students, all teachers and building administrators will remain 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.

5. 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. All communications will include the use of the School Messenger system.

D. SHELTER AGREEMENTS

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

Copies of the Shelter agreements can be found in the Superintendent's office and online in the District Safety shared drive folder.

Community Partners include:

Methodist Church- Shaver Road, West Sand Lake

West Sand Lake Fire House, West Sand Lake

Town of Sand Lake- allowing for use of Town Hall/grounds & Butler Park

VFW- Poestenkill

East Greenbush & Wynantskill School Districts

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 District Superintendent/designee in conjunction with Incident Commander

- Determine nature and advisability of team involvement
- If the District or Building Response Team is needed, acquire release from currently assigned responsibility
- Determine if regional support is needed via Questar III or other agencies

Step 2: Acquire facts and circumstances as to the nature of the incident

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.)
- Assign locations for family services, as needed
- Request support from outside agencies

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
- Meet with families involved in crisis

Step 7: Follow-up plans for ending Post Response 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 Post 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: ` APHS _____ AMS_____ MHSL _____ PES _____ 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? _____ Yes _____ No _____ No, but they 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? __ Yes. Submit to Safety Coordinator before July 1 -- No
Has your Building Safety Team identified any resources or training that are needed moving forward?

Appendix B

EMERGENCY DAY REMOTE PLAN

PURPOSE

In the event the district closes school and chooses to implement remote instruction, the following plan will be utilized to ensure the day counts as a day of instruction towards the district's 180 days of required instruction.

The state defines remote learning as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), 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."

In order to meet the requirement of "regular and substantive daily interaction between the student and teacher", we will follow these guidelines:

INSTRUCTIONAL ACTIVITIES

K-5 INSTRUCTION

Each day, there are 200 minutes of core instruction time scheduled for English Language Arts, Math, Science and/or Social Studies, as well as "Classroom Connections" meetings. The use of these 200 minutes is left to the discretion of the teacher with the expectation that we will strive to meet the minimum time requirements we are currently using for ELA (90 minutes) and Math (60 minutes).

GRADES K-1

Teachers will prepare and send home a schedule with paper-based instructional activities for students to complete at home. Activities may include worksheets, take-home books, learning games, etc.

During remote days, classroom teachers in grades K-1 will communicate with their building principals to discuss their responsibilities during the work day.

GRADES 2-5

Instruction during this scheduled time should be a daily mix of synchronous and asynchronous learning. The amount of synchronous learning should correspond to the age of the students you are teaching with no more than 20 minutes of direct instruction taking place at any one time. Emphasis should also be placed on small group synchronous learning in lieu of whole class instruction.

6-8 INSTRUCTION

All scheduled classes will continue to meet on a shortened schedule for 30 minutes per class. Instruction during this scheduled time should be a daily mix of synchronous and asynchronous learning. Teachers should utilize Google Classroom to allow for the sharing of instructional materials between students and staff.

9-12 INSTRUCTION

All scheduled classes will continue to meet on a shortened schedule for 50 minutes per class. Instruction during this scheduled time should be a daily mix of synchronous and asynchronous learning. Teachers should utilize Google Classroom to allow for the sharing of instructional materials between students and staff.

SCHOOL SCHEDULE

Each building will utilize a daily schedule that emphasizes daily contact time with our students. The school day will follow a similar start and end time for staff as we have been following for our in-person days. The times on these schedules should be followed for all grade levels to ensure a consistent schedule for our families managing multiple children.

ELEMENTARY REMOTE LEARNING SCHEDULE		
TIME:	**SCHEDULE**	**MINUTES:**
8:45-9:45 AM	**K-2 Meetings / 3-5 Prep**	**60 Mins.**
9:45-11:45	**CORE INSTRUCTION**	**120 Mins.**
11:45-12:45 PM	**STUDENT LUNCH/RECESS BREAK**	**60 Mins.**
12:45-2:05 PM	**CORE INSTRUCTION**	**80 Mins.**
2:05-2:25 PM	**CLASSROOM CONNECTIONS**	**20 Mins.**
2:25-3:25 PM	**3-5 Meetings / K-2 Prep**	**60 Mins.**

MIDDLE SCHOOL REMOTE LEARNING SCHEDULE		
Time 30 Minute Periods; 5 Minute Breaks Between Classes	Blue Calendar Days	Gold Calendar Days
7:45-8:45	Additional Teacher Prep Time	Additional Teacher Prep Time
8:45-9:05	Morning Meeting	Morning Meeting
9:05-9:35	Period A	Period A
9:40-10:10	Period B	Period B
10:15-10:45	Period C	Period C
10:50-11:20	Period D	Period D
11:20-12:00	Lunch	Lunch
12:00-12:30	Period G (Grade 6) Period E (Grades 7 & 8)	Period G (Grade 6) Period E (Grades 7 & 8)
12:35-1:05	Period H	Period H
1:10-1:45	Period I	Period I
1:50-2:25	District Meeting Time	District Meeting Time

HIGH SCHOOL REMOTE LEARNING SCHEDULE			
APHS Daily Schedule for Remote Instruction			
Time	A-Day		B-Day
8:40-9:00	Advisory		Advisory
9:00-9:50	Block 1	Period 1 9:00-9:25 Period 2 9:25-9:50	Block 5
10:00-10:50	Block 2	Period 3 10:00-10:25 Period 4 10:25-10:50	Block 6
11:00-11:50	Block 3	Period 5 11:00-11:25 Period 6 11:25-11:50	Block 7
12:00-12:40	Lunch		Lunch
12:50-1:40	Block 4	Period 7 12:50-1:15	Block 8

HIGH SCHOOL REMOTE LEARNING SCHEDULE			
APHS Daily Schedule for Remote Instruction			
Time	A-Day		B-Day
8:40-9:00	Advisory		Advisory
9:00-9:50	Block 1	Period 1 9:00-9:25 Period 2 9:25-9:50	Block 5
10:00-10:50	Block 2	Period 3 10:00-10:25 Period 4 10:25-10:50	Block 6
		Period 8 1:15-1:40	
1:40-2:10	Office Hours/Intervention		Office Hours/Intervention

ATTENDANCE

During a physical school closure, we are still required by the NYS Education Department to record our daily attendance. Attendance should be reported in SchoolTool as is done for in-person instruction.
Faculty should ensure that they are gathering attendance in one of the following ways:

- During a live Google Meet. This should be done for each period in grades 6-12.
- A student/parent response to a prompt on SeeSaw/Google Classrooms
- Submission of a Google Form created by teacher and sent to students/parents
- K-1 teachers will report attendance based on work completed and returned on the next school day

K-5 SPECIAL AREA & AIS TEACHERS

Teachers in special areas will not be conducting daily instruction using a traditional 6-day specials schedule. During the scheduled instructional activity times, special area and AIS teachers will be assigned to grade levels to help support the classroom teacher with instruction. This may include:

- working with small groups of students on supplemental instruction
- monitoring a collaborative activity with student groups
- being available to answer questions while the classroom teacher is meeting with an individual student
- reaching out to students on a one-on-one basis who need encouragement and support

Additionally, special area and AIS teachers should participate in core instruction when they are needed to support instruction. They are not required to attend core instruction if there is no instructional value in having him/her attend during that time.

Assignments for these teachers are below:

Grade	MHSL	PES	WSL

Second	AIS	AIS	AIS
Third	LMS/Art	LMS/Art	LMS/Art
Fourth	Music	Music	Music
Fifth	PE	PE	PE

SPECIAL EDUCATION SERVICES

Click here for more information: Remote Days Information Special Education Dept.

Special Education Services

APCSD will continue to provide special education services to our students. Special Education staff should coordinate those services with the general education teachers as best you can based on the time instruction is occurring.

Aides/TAs

All Aides and TAs should follow the schedule outlined to them by the special education teacher or building principal.

Related Service Staff

OT, PT, Speech, TVI

Please plan on seeing your students as scheduled

Psychologists, Counselors

Please connect with the building principal on building needs for the day. Please check in with your counseling students as well as other classroom Meets as needed.

TECHNOLOGY

In the afternoon prior to a potential emergency day, students in grades 2-5 will be sent home with a Chromebook in their backpacks to use the following day for remote instruction. Students will be able to use this device to participate in classroom activities. If a student does not have internet access at home, the student or parent should let the teacher know so that an internet hotspot can be provided with the Chromebook. All devices should be brought back to school on the next in-person day of attendance.

Students in grades 6-12 should be using their school-assigned Chromebook to access instruction during emergency remote days. If a student does not have internet access at home, the student or parent should let the teacher know so that an internet hotspot can be provided.

CLASSROOM MATERIALS

Classroom materials for the day will be posted by the classroom teacher.

Appendix C

Cybersecurity Annex

Purpose: This annex outlines the courses of action that the school district will implement in response to a cybersecurity incident, such as a data breach or ransomware attack. This annex is integrated into the comprehensive Emergency Operations Plan (EOP).

Note on Compliance: This plan has been reviewed for compliance with Federal laws, including FERPA, PPRA, CIPA, and COPPA. The planning team should **consider cross-referencing** this information with the district's Data Security and Privacy Policy and the Parents' Bill of Rights for Data Privacy and Security, as required by NYS Ed Law §2-d and CR Part 121.

Planning Team (AAR Responsibility): The core planning team responsible for development, response, and conducting the **After-Action Review (AAR)** is: Travis Malone, Director of Technology; Matt Hladun, Assistant Superintendent of Teaching and Learning; Dr. James Franchini, Superintendent of Schools; Kate Dorgan, District Safety Coordinator; Carrie Nyc-Chevrier, Assistant Superintendent of Business; and assigned SRO.

Before an Incident (Preparation & Mitigation)

GOAL	**Create systems and policies to prevent cybersecurity incidents such as a data breach or ransomware attack.**
OBJECTIVE(S)	* Protect data from exposure and/or damage. * Educate district and school level stakeholders on cybersecurity threats. * Communicate procedures to prevent cybersecurity incidents.

COURSES OF ACTION	Who is Responsible	Action	Timing / Frequency
Risk Mitigation Implementation (NIST: Protect)	IT Team/Director of Technology	Implement high-impact mitigation strategies: enforce 8-character complex passwords (employees and students starting in 9th grade) and enforce 2-step verification for all employees.	Ongoing maintenance
Access Control (NIST: Protect)	IT Team/Director of Technology	Require 2-factor authentication for all administrator and vendor remote VPN access. Ensure access to Sophos Endpoint protection requires 2-factor authentication for IT admins.	Ongoing maintenance

Policy Enforcement	School Leadership/IT Staff	Develop and promote policies on responsible use. Require the whole school community to accept a responsible use policy. Windows and Mac computers display an AUP (Acceptable Use Policy) policy banner users must read, and guest Wifi access requires policy acceptance.	Annually upon network access
Secure Data Storage & Backups (NIST: Recover)	IT Team/Data Coordinator	Store data securely to comply with FERPA. Critical on-prem storage is backed up nightly using Veeam. Student records are backed up nightly using an encrypted cloud backup service.	Nightly; ongoing
Restoration Practice	IT Team	Practice restoring critical systems from backups so those responsible are comfortable with the process.	Frequency not specified
Insurance Alignment	Assistant Superintendent of Business/Legal Counsel	Align cybersecurity incident procedures with requirements in district insurance policies. Ensure alignment by conducting yearly audits performed by Cowbell, the Cybersecurity Insurance provider.	Annually
Exercise the Annex (NIST: Respond)	Planning Team	Conduct a tabletop exercise with the Emergency Response team and IT team to practice exercising response plans and the Cyber Annex.	Annually

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During an Incident (Response & Containment)

GOAL	**Analyze, contain, and eradicate the incident.**
OBJECTIVE(S)	Take immediate action to: * Stop further damage. * Identify impacted technology/systems. * Identify impacted people. * Identify compromised data and the potential impact. * Identify what caused the incident.

COURSES OF ACTION	**Who is Responsible**	**Action**	**Timing / Follow Up Required**

Initial Reporting Protocol	All Staff/First Responder	Enact protocols for responding to a cybersecurity incident. Report the incident to the following individuals, in order: 1. Travis Malone (Director of Technology) 2. Shanon Kershaw (Network Technician).	Immediately upon detection
Incident Escalation	Director of Technology	Escalate the incident to: 1. Matt Hladun (Asst. Supt. T&L) 2. Carrie Nyc-Chevrier (Asst. Supt. Business/Insurance liaison) 3. Kate Dorgan (District Safety Coordinator) 4. Dr. James Franchini (Superintendent) 5. SRO	Immediately following initial report
Containment Action	Director of Technology in partnership with Network Technicians and Asst. Supt. Teaching & Learning	Limit the damage to digital infrastructure (e.g., disconnecting impacted devices or taking the network offline).	Immediately
Legal/Insurance Consultation	School Leadership/Legal Counsel	Consult with school legal counsel and the cyber insurance carrier. Develop a message regarding the incident.	Immediately upon confirmation
External Agency Notification	Travis Malone (Director of Technology) in partnership with Matt Hladun (Asst. Supt. T&L)	Notify law enforcement as soon as possible. This includes the FBI (via cyber task force or Internet Crime Complaint Center) and CISA/US-CERT.	As soon as possible
Operational Mitigation (Communication)	Administrators/Director of Technology	Determine affected systems (e.g., computers, phones). Maintain operations and communications by using cellular communication first, followed by in-person or courier communication to Building Administrators across the district.	Immediately upon system failure
Annex Activation	Administrator in Charge	Determine the Functional Annexes that may be activated, specifically the Disaster Recovery and Continuity of Operations Plan (CoOP).	Upon confirmation of severity

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After an Incident (Recovery & Maintenance)

GOAL	**Restore systems.**
OBJECTIVE(S)	* Communicate with stakeholders. * Take action to prevent future incidents. * Restore community confidence in the school's ability to protect systems and data.

COURSES OF ACTION	**Who is Responsible**	**Action**	**Timing / Follow Up Required**
System Restoration	IT Team/Contracted Vendor	Restore essential functions as quickly as possible. The restoration priority is: 1) Phone and building safety systems 2) Critical data systems 3) Network and storage operations. 4) Affected client devices	Immediately upon eradication
Impact Assessment	IT Manager/Response Team	Identify and address any impacts to digital infrastructure; evaluate and patch the system for any exploited vulnerabilities.	Post-restoration
Stakeholder Communication	Communication Director/Administrator	Communicate with all internal stakeholders (staff, students, families). Communicate with all external stakeholders (legal counsel, IT contractors, insurance carriers).	Ongoing
Official Reporting	Administrator/Legal Counsel	Provide accurate reporting to state and federal agencies within required time frames.	Within required time limit
After-Action Review (AAR)	Travis Malone, Matt Hladun, Network Technicians and Kate Dorgan	Conduct a post-incident analysis, hold a "Lessons Learned" briefing, and create an after-action report to document gaps and strengths.	Shortly after the incident while experience is fresh
Plan Revision and Maintenance	Planning Team	Revise policies and procedures as deemed necessary; update the Cybersecurity Annex.	Immediately following AAR
Regular Exercise	Planning Team	Formally review and exercise the Cyber Annex.	Annually

Appendix D

Additional District Plans for Reference

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

Continuity of Operations Plan- Public Health Emergency (posted on district website)

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

Chemical Hygiene Plan (Internal document only)

AP Athletics Response Plan (Internal document only)

AP Afterschool Safety Plan (Internal document only)

Appendix E- SRO Contract and Duties

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 99 Troy Road, East Greenbush, NY 12061 (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:

A. 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;
B. 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;
C. To develop and/or expand crime prevention efforts for students;
D. To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;
E. To make recommendations in connection with physical changes in the environment that may reduce crime in and around District buildings;
F. To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
G. To build working relationships with District staff as well as with students and parents;
H. To present a positive role model of a law enforcement officer; and
I. 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 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 two (2) days, the Sheriff will see that a

replacement is assigned to the District to serve in the SRO's absence. Every reasonable effort shall be made to ensure that vacancies of one (1) or two (2) days are filled.

1. 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.
2. 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.
3. Any hours worked beyond forty (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.
4. 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):

1. 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.
2. Mediate negative situations that occur between students or between students and staff in consultation with building or District administration.
3. Investigate any situations as requested by District administration.
4. Take part in any District safety planning and drills.
5. Work with students and families to address issues of truancy, making home visits when appropriate or by request of the District administration.
6. Identify and develop students to serve as positive role models working with District clubs and activities.
7. Prepare lectures and instruct when requested or when appropriate.
8. Educate students and parents on bullying, internet safety, drug and alcohol awareness, and any other topic as requested by the District.
9. Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.
10. Speak with or provide lecture to community groups and parents as requested by the district.
11. 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).
12. 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.

1 **TERM OF AGREEMENT**: This Agreement shall take effect on September 1, 2026, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2029, which is a period to include three (3) full school years. Prior to April 1, 2029, the Parties will renegotiate to continue or terminate the SRO program for the following school years.

2 **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 **ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED DOLLARS ($118,200)** 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, 2027	September 1, 2026 to December 31, 2026	$39,400.00
April 15, 2027	January 1, 2027 to March 31, 2027	$39,400.00
June 15, 2027	April 1, 2027 to June 30, 2027	$39,400.00
January 15, 2028	September 1, 2027 to December 31, 2027	$39,400.00
April 15, 2028	January 1, 2028 to March 31, 2028	$39,400.00
June 15, 2028	April 1, 2028 to June 30, 2028	$39,400.00
January 15, 2029	September 1, 2028 to December 31, 2028	$39,400.00
April 15, 2029	January 1, 2029 to March 31, 2029	$39,400.00
June 15, 2029	April 1, 2029 to June 30, 2029	$39,400.00

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

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

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

... executed by the duly authorized officers of the respective Parties.

AVERILL PARK CENTRAL SCHOOL DISTRICT

BY: [signature] DATE: 3/31/26

Superintendent, APCSD

Linda M. Fitzpatrick
Notary Public, State of New York
Reg. No. 01FI6437696
Qualified in Rensselaer County
Commission Expires August 1, 2026

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

On this 31 day of March, 2026, 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.

[signature]
Notary Public

RENSSELAER COUNTY SHERIFF

BY: [signature] DATE: 3/31/26

Sheriff, Rensselaer County

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

On this 31 day of March, 2026, before me, the above signed, Kyle Bourgault 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.

Christine Eileen Reiter
Notary Public, State of New York
NO. 01RE0041232
Qualified in Rensselaer County
Commission Expires 09/02/29

[signature]
Notary Public

RENSSELAER COUNTY LEGISLATURE

BY: [signature] DATE: 6/18/26

County Executive, Rensselaer County

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

On this 18 day of June, 2026, 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.

[signature]
Notary Public

APPROVED AS TO FORM

[signature]
Carl J. Kempf III
Rensselaer County Attorney
Date 6/19, 2026

Approved by the
Rensselaer County Bureau of Budget
Nicholas J. Blais
Nicholas J. Blais
Director of Budget

NOTARY PUBLIC ... NEW YORK
QUALIFIED IN RENSSELAER COUNTY
REGISTRATION NO. 01B... 14
MY COMMISSION EXPIRES JUNE 17, 2026

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 <u>not</u> 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.