Hudson Falls Central School District

District Wide Safety Plan

2022-2023



Reviewed By Safety Committee: June 8, 2022

Public Comment Period: (not less than 30 days) June 9, 2022-August 8, 2022

Board of Education Adoption Date: (prior to September 1) August 9, 2022

New York State Project SAVE District-Wide Safety Plan For Hudson Falls Central School District 2022-2023 School Year

Introduction

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

The Warren-Washington-Saratoga-Hamilton-Essex BOCES, in coordination with the Hudson Falls Central School District, supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Hudson Falls Central School encourages and advocates on-going district-wide cooperation and support of Project SAVE.

Section I: General Considerations and Planning Guidelines

A. Purpose

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

B. Identification of School Teams

The Hudson Falls Central School District has a District Emergency Response Team and Building Emergency Response Teams for each building. The initial response to all emergencies at an individual school will be by the Building Emergency Response Team. The District team is responsible for emergencies at the High School, Middle School,

Intermediate School, Primary School, Kindergarten Center, and supports all building teams in the event of an actual emergency.

The District wide Safety Team will be appointed by the BOE on: June 14, 2022.

The members of the team are:

Exec Director of Business & HR	Treasurer
Head Nurse	Director of B & G
Director of School Nutrition	Secondary Principal
Elementary Principal	SRO
Insurance Representative	BOE Member
Parent	HFPD
Secondary Teacher	Elementary Teacher
BOCES Safety Specialist	

C. Concept of Operations

- The District-Wide School Safety Plan shall be directly linked to the individual Building-Level Emergency Response Plans for Hudson Falls Central School. The protocols reflected in the District-Wide School Safety Plan will be used to guide the development and implementation of the individual Building-Level Emergency Response Plans.
- The development of the District-Wide Safety Plan was a collaborative effort involving members of the District Emergency Response Team, Building Emergency Response Teams, law enforcement officials, county emergency service coordinators, and the Capital Region BOCES Health Safety Risk Management Services. The plan was further developed utilizing the guidelines provided the by the New York State Education Department.

The Superintendent has appointed Kevin Polunci as the Chief Emergency Officer whose duties shall include, but not be limited to:

- a. Coordination of the communication between school staff, law enforcement, and other first responders;
- b. Lead the efforts of the district-wide school safety team in the completion and yearly update by September 1st, of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plan;
- c. Ensure staff understanding of the district-wide school safety plan;
- d. Ensure the completion and yearly update by September 1st, of building-level emergency response plans for each school building;

- e. Assist in the selection of security related technology and development of policies for the use of such technology;
- f. Coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan yearly by September 15th; and
- g. Ensure the conduct of required evacuation and lockdown drills in all district buildings as required by Education Law section 807.
- h. Ensure the development of protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section 27-c of the Labor Law.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the Building Emergency Response Team. The Hudson Falls Central School District consists of the following facilities:

High School	
Middle School	
Intermediate School	
Primary School	
Kindergarten Center	
Maintenance/Transportation	

All information pertaining to an emergency or violent incident will be directed to either the Building Principal/Designee or the District Emergency Response Team.

- Upon the activation of the Building Emergency Response Team, the Superintendent of Schools or his/her designee and District Emergency Response Team will be notified. When appropriate local emergency officials will also be notified by calling 911.
- County and State resources through existing established protocols may supplement emergency response efforts.

D. Plan Review and Public Comment

- This plan shall be reviewed and maintained by the District and Building Emergency Response Teams on an annual basis.
- Pursuant to Commissioner's Regulation 155.17(e) (3), this plan will be made available for public comment 30 days prior to adoption. The district-wide and building-level plans may be adopted by the School Board only after at least one

public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Board of Education.

- While linked to the District-Wide School Safety Plan, the Building-level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.
- Full copies of the District-Wide School Safety Plan and Amendments must be submitted to the New York State Education Department upon adoption by the Board of Education.

Section II: Risk Reduction/Prevention and Intervention

A. Prevention/Intervention Strategies

Program Initiatives

The Hudson Falls Central School District has offered programs and activities for improving communications among students and staff in order to report potentially violent incidents, such as:

- Athletic Programs (Soccer, Basketball, Softball & Baseball, and others)
- Program concerned with bullying and violence prevention
- National Incident Management System (NIMS) training for emergency response team members
- New York State School Safety Guide (2013)
- Collaboration with the Washington County Office of Emergency Services
- Dignity For All Students Act (DASA) training

Training, Drills, and Exercises

The Hudson Falls Central School District has developed policies and procedures for annual multi-hazard school safety training for staff and students, including the strategies for implementing training related to multi-hazards. All drills required by the NYS Department of Education are satisfied annually. The district has established the following procedure(s) for annual multi-hazard school safety training for staff and students:

• The District will submit certification to NYSED that all district and school staff have undergone annual training on the emergency response plan, and that the school

safety training includes components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire. The District will certify that all school staff receives this training by September 15th of each school year, or within 30 days of hire, whichever is sooner.

- Full participation in the Annual Early Dismissal Go Home Evacuation Drill.
- Full participation in an On-Site Sheltering and Accountability Drill.
- Full participation with an Annual Evacuation and Relocation Drill.
- Full participation with 4 Building Lockdown/Security Drills annually.
- The District conducts 8 Fire Alarm Activation and Evacuation Drills annually.
- The District conducts 4 School Bus Safety and Evacuation Drills annually. During all Lockdown drills the manual "lockdown" devices will be tested.
- Emergency Response Team members participate in simulated tabletop exercises annually to test the building-level safety plan components.
- The district has conducted drills and other training exercises to test components of the emergency response in coordination with the following agencies:
- Washington County Office of Emergency Services
- Washington County Sheriff's Department
- Hudson Falls Police Department
- Kingsbury Fire Department

- Hudson Falls Fire Department
- o New York State Police Troop G
- Department of Homeland Security
- Capital Region BOCES Health Safety
 Risk Management Service

Note: Directly following each test or drill a debriefing will be conducted to evaluate the exercises and determine if changes to the emergency response plan are necessary. Notes are taken during exercises and the debriefing, which are used during the evaluation process.

Implementation of School Security

The Hudson Falls Central School District has developed policies and procedures related to school building security, including the following:

- All visitors entering school buildings are directed to the Main Office to provide identification, sign-in using a visitor management system, and receive identification (printed lapel sticker). Anyone who is found in the building without identification is directed back to the Main Office to sign in.
- Each Elementary School has a secured front entrance with video monitor and remote access hardware.
- The Hudson Falls Central School District Administration facility has a secured front entrance with remote access hardware.
- The Middle School has a secured front entrance with remote access hardware.
- Visitors to the High School must register with a school representative in the main office before access to the facility is granted.
- Digital video surveillance systems are installed in district facilities. Video surveillance capabilities will be reviewed and expanded as needed.

- Annual security audits are conducted by local law enforcement, local fire department officials, insurance companies and BOCES risk management personnel.
- SSCSD policy and procedures are not available to the public, but are available to Building-Level Teams, the District-Level Team, and emergency responders through a secure web portal.
- The district has installed manual "Lockdown" devices in several offices in the district. In the event of an intruder, these devices will alert both building occupant and the Washington County Sheriff's department

Note: Policies and procedures are continually being evaluated and shaped by real life experiences, such as bomb threats, forced entry in to the school building with vandalism and outburst of potentially violent behavior by students.

Vital Educational Agency Information

The Hudson Falls Central School District consists of five education facilities, one administrative facility and a shared Maintenance/Transportation facility.

B. Hazard Identification

The identification of sites of potential emergencies are located in the *Maps & Diagrams* section of each Building-level Emergency Response Plan. The location of potential hazards, such as: chemical storage, propane & motor fuel storage, potential fire hazards, electrical hazards, playground equipment, etc. are documented on a building and facility diagram. Potential off-site hazards are identified in the County/Town Hazard Assessment in each of the plans.

Section III: Response

A. Notification and Activation of Internal and External Communications

- The district policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident are located in each Building-level Emergency Response Plan. Each plan identifies individuals who are authorized to initiate contact with local law enforcement agencies. All communications during an incident at the school will flow through the Incident Command Center. Emergency services will be requested through the 911 system.
- In the event of an emergency; staff, students and visitors will be contacted in one or more of the following manners:
- ✓ Telephone (land line and cellular)
- ✓ Intercom
- ✓ Runner with verbal message
- ✓ Automated Notification System
- ✓ District Radio System
- ✓ Regional Repeater Base Station
- ✓ Email
- ✓ Radio
- The district has established guidelines for staff and students that in the event that they initially discover an emergency situation, or impending emergency, that they will notify the Principal and provide him/her with information on the nature of the

event. In the event that the Principal cannot be reached the District Emergency Response Team will be contacted.

Procedures for School Cancellation/Early Dismissal and Community Notification protocol for contacting parents, guardians, or persons in parental relation to the students in the event of a violent incident or an early dismissal are outlined in each Building-Level Emergency Response Plan. This includes using local media in some instances as well as an Automated Notification System. Buildings may also use a phone tree with emergency contact information provided by student's parents/legal guardians.

B. Situational Responses

 The district has developed multi-hazard response plans. These guidelines are present in the Multi-Hazard Emergency Response Action Guidelines in each Building-Level Emergency Response Plan. The emergencies addressed in the plan include: (but are not limited to)

Active Shooters	Energy Supply Losses	Loss of Transportation	
Air Pollution	Epidemics	Mass Casualties	
Anthrax/Biological Threats	Explosions	Medical Emergencies	
Aviation Crashes	Fire and Alarm Activations	Natural Gas or Propane	
		Leaks	
Biological Threats	Flooding	Public Health Threats	
Bomb/Explosive Threats	Hazardous Materials	Radiological Threats	
Building Structural Failures Carbon Monoxide	Heating System Failures	School Bus Accidents	
	Hostage/Kidnappings	Severe Weather	
Civil Disturbances	Incidents-Off Site	Threats of Violence	
Crimes Against Persons	Incidents-On Site	Toxic Exposure	
Earthquakes	Intruders	Water Emergencies	
Electrical System Failures	Loss of Facilities		

- Others as determined by the Building Emergency Response Teams
- In addition to having plans to address the emergencies, our plans also include procedures that would be used during an emergency. These procedures include, but are not limited to:
 - o Hold in Place
 - o Lockdown
 - o Lockout
 - o Shelter In Place
 - o Fire Drills

Evacuation/Relocation

The guidelines provide basic instructions for responding to any given incidents, such as:

- Contacting emergency response agencies
- Moving occupants from an area of danger to an area of safety
- Assembling the emergency response team and implementing the incident command system
- Notifying school administrators and the District Emergency Response Team of the incident
- Community/parent notification
- Sheltering or student release procedures
- Aftermath and recovery

Responding to Acts of Violence: Implied or Direct Threats

The Crisis Response Plan and Multi-Hazard Emergency Response Action Guidelines in each Building-Level Emergency Response Plan provides guidance on the districts policies and procedures for responding to implied or direct threats of violence by students (including to themselves), teachers, other school personnel and visitors to the school. The following types of procedure(s) are addressed in the plan, and could be used by the district:

- Contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide
- The use of staff trained in de-escalation or other strategies to diffuse the situation.
- Informing the Building Principal of implied or direct threat.
- Determining the level of threat with the District Emergency Response Team.
- Contacting appropriate law enforcement agency, if necessary.
- Monitoring the situation, adjusting the district's response as appropriate, and include possible implementation of District Emergency Response Team.

Acts of Violence

Multi-Hazard Emergency Response Action Guidelines in each Building-Level Emergency Response Plan provides guidance on the districts policies and procedures for responding to direct acts of violence by students, teachers, other school personnel and visitors to the school. The following types of procedure(s) are addressed in the plan, and could be used by the district:

- Determine the level of threat with the District Emergency Response Team.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- Inform the Building Principal and District Emergency Response Team.
- If necessary, initiate lockdown or lockout procedures and contact appropriate law enforcement agency.
- Monitor the situation; adjust the level of response as appropriate; if necessary, initiate early dismissal, sheltering, or evacuation procedures.

Note: The Hudson Falls Central School District "Code of Conduct" describes policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school.

Response Protocols

The Incident Command System, Multi-Hazard Emergency Response Action Guidelines in each Building-Level Emergency Response Plan provides guidance on the district's policies and procedures for responding to bomb threats, hostage takings, intrusions and kidnapping. The following protocols are provided as examples:

- Identification of decision-makers (incident command team).
- Plans to safeguard students and staff.
- Procedures to provide transportation, if necessary.
- Procedures to notify parents.
- Procedures to notify media.
- Debriefing procedures.

Arrangements for Obtaining Emergency Assistance from Local Government

A section on Emergency Communications in each Building-Level Emergency Response Plan provides guidance for obtaining assistance during emergencies from emergency services organizations and local government agencies. The following examples are the types of arrangements that could be used by the district:

- The Superintendent or his or her designee in an emergency will contact the Regional Emergency Dispatch Center by calling 911. The dispatcher will determine the appropriate services needed by the school.
- The Superintendent or his or her designee contacts highest-ranking City and or Town
 officials to provide notification and/or request assistance.

Procedures for Obtaining Advice and Assistance from Local Government Officials

The district will utilize procedures outlined in Emergency Communications and the Incident Command System sections in the Building-Level Emergency Response Plans for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law. The types of procedures for obtaining advice and assistance from local governments during countywide emergencies could include the following:

- Superintendent/Designee in an emergency will contact emergency management coordinator and/or the highest-ranking local government official for obtaining advice and assistance.
- The district has identified resources for an emergency from the following agencies: Washington County Office of Emergency Services, Adirondack Chapter of the American Red Cross, New York State Police, Washington County Public Health Department, Hudson Falls Police Department, Washington County Sheriff's Department, and Capital Region BOCES Health Safety Risk Management Services.

District Resources Available for Use in an Emergency

 A District & Building Resources and Supply Inventory is located in each Building-Level Emergency Response Plan which identifies the district resources, which may be available during an emergency: such as available facilities, blankets, cots, food supply, communications equipment, fire extinguishers, first aid supplies, flashlights, bull horn, district vehicles and buses.

Procedures to Coordinate the Use of School District Resources and Personnel during Emergencies

 Each Building-Level Emergency Response Plan provides a description of the district's procedures to coordinate the use of resources and personnel during emergencies.
 These sections include the identification of the officials authorized to make decisions and the staff members assigned to provide assistance during emergencies.

Protective Action Options

 Each Building-Level Emergency Response Plan describes the following actions in response to an emergency where appropriate: school cancellation prior to the start of school, early dismissal, evacuation before, during and after school hours, and sheltering procedures.

Section IV: Declared State of Emergency Involving a Communicable Disease

On September 7, 2020, Governor Cuomo signed into law Chapter 168 of the Laws of 2020 that requires public employers, including public school districts, to adopt a continuation of operations plan in the event that the Governor declares a state disaster emergency involving a communicable disease. The legislation (S.8617-B / A.10832) amended subdivision 2 of section 2801-a of New York Education Law to require that District Safety Plans include protocols for responding to a declared state disaster emergency involving a communicable disease that are "substantially consistent" with the provisions of section 27-c of the Labor Law. A technical chapter amendment (S.01295 / A.009980) to the legislation became effective February 16, 2021 (Chapter 30 of the Laws of 2021).

As per section 27-c of the Labor Law, the operations plan must include, but is not limited to:

- A list and description of the types of positions considered essential in the event of a State-ordered reduction of in-person workforce. For this purpose, essential is defined as required to be physically present at a work site to perform his or her job. Such designation may be changed at any time at the sole discretion of the employer.
- A description of protocols the employer will follow in order for nonessential employees to telecommute including, but not limited to, facilitating, or requesting the procurement, distribution, downloading, and installation of any

needed technology, including software, data, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace, and may include devices.

- A description of how the employer will, to the extent possible, stagger work shifts of essential employees to reduce overcrowding on public transportation and at worksites.
- Protocols the employer will implement to procure personal protective equipment (PPE), defined as equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons and, for essential employees, a quantity sufficient to provide PPE to each essential employee to meet his or her tasks and needs during any given work shift. A plan for storage of equipment and access to equipment must be included.
- Protocols in the event an employee is exposed to a known case of the disease, exhibits symptoms of the disease, or tests positive for the disease to prevent the spread or contraction in the workplace. The protocols shall not violate any existing federal, state, or local law regarding sick leave or health information privacy and must include detailed actions to immediately and thoroughly disinfect the work area, common area surface and shared equipment. The protocols must also 3 describe the employer policy on available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine.
- Protocols for documenting hours and work locations, including off-site visits, for essential employees. The protocol shall be designed only to aid in tracking of the disease and to identify exposed employees and contractors to facilitate the provision of any benefits which may be available.
- Protocols for working with the employer's locality to identify sites for emergency housing for essential employees to further contain the spread of the communicable disease to the extent applicable to the needs of the workplace.
- Protocols for implementing any other requirements determined by the Department of Health such as contact tracing or testing, social distancing, hand hygiene and disinfectant, or mask wearing.

The employer must consider and respond to recommendations received from the recognized or certified representatives of the employer's employees in writing, within a reasonable timeframe. A copy of the final version of the plan shall be published in a clear and conspicuous location, and in the employee handbook, and in a location accessible on either the employer's website or on the internet accessible by employees. No employer shall take retaliatory action or otherwise discriminate against any employee for making suggestions or recommendations regarding the

content of the plan. "Retaliatory action" is defined as the discharge, suspension, demotion, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

Section V: Recovery

A. District Support for Buildings

Each Building-Level Emergency Response Plan provides resources for supporting the Emergency Response Team and Post-Incident Response Team at the Hudson Falls Central School District. The District's Incident Command System Plan identifies alternates to relieve team members, and interfaces with the Crisis Response Plan to provide team members the opportunity to debrief and rehab in a controlled environment. Additionally, members of the Post-Incident Response Team will be provided with sufficient manpower to allow the rotation of personnel, and the opportunity to debrief and rehab in a controlled environment.

B. Disaster Mental Health Services

- The Administrative branch of the Post-Incident Response Team (Crisis Response Team) will work through the School Psychologist, Guidance Director, and School Nurse to coordinate disaster mental health resources through the County Mental Health Department, community resources, neighboring school districts, and other disaster mental health resources to fully support members of the crisis response team.
- A debriefing of the Post-Incident Response Team is an essential part of the recovery phase following an emergency incident. The debriefing will be used in part to evaluating the district's plan for possible revisions.
- <u>References</u>: While linked to the District-Wide School Safety Plan, References_shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.

Reference 1: The listing of all school buildings covered by the District-Wide School Safety Plan with addresses of building, and contact names and telephone numbers for building staff is located in each Building-Level Emergency Response Plan.

Reference 2: Included in each Building-Level Response Plan is a table identifying the local and state law enforcement organizations that have received copies of the Building-Level Response Plans.

Reference 3: Administrative Regulation 483.2: School Safety and Security

Reference 4: Administrative Regulation 473.2: Bus Accident Regulation

Revised: June 28, 2017 per NYS Education Law Sections 2801-a and 807

Appendix 1: MUST INCLUDED COPY OF SRO CONTRACT

Appendix 2: Hudson Falls CSD- Continuation of Operations Plan

AGREEMENT BETWEEN THE HUDSON FALLS CENTRAL SCHOOL DISTRICT AND THE COUNTY OF WASHINGTON FOR THE PROVISION OF SPECIAL PATROL OFFICER SERVICES

This **Agreement** is made this _____ day of July, 2021, by and between the HUDSON FALLS CENTRAL SCHOOL DISTRICT ("District") and the COUNTY OF WASHINGTON, NEW YORK ("County") (collectively referred to as "the Parties," and individually referred to as "Party").

WHEREAS, the District is desirous of retaining the services of a part-time special patrol officer ("SPO") in an effort to enhance the security of District students, staff, visitors and property, to deter criminal behavior and otherwise benefit the student population through positive interactions between students during school hours, and to otherwise perform duties traditionally associated with a school resource officer to the extent permitted by law; and

WHEREAS, the County is desirous of providing such services to the District, in order to benefit the District's student population as well as the community at large; and

WHEREAS, the Parties have considered and discussed the terms upon which this program will be implemented, and have agreed upon the terms set forth herein for that purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

- 1. **Term.** The term of this Agreement shall commence on August 23rd 2021 (the "Effective Date") and end on June 30, 2022 ("Termination Date").
- 2. **Termination.** This Agreement may be terminated with or without cause at any time by either Party, in its sole discretion, upon a ninety (90) day written notice to the other Party, or earlier terminated pursuant to the provisions of Section 11(1) herein.
- 3. **Compensation and Costs.** The County, as more fully set forth below, shall appoint and employ a uniformed and equipped special patrol officer pursuant to N.Y. General Municipal Law Section 209-v ("Section 209-v"). The Parties affirm that the intent of this Agreement is to have the SPO perform duties which include those traditionally associated with a school resource officer, to the extent permitted by law including Section 209-v, and as specified in Section 5 herein.
 - 3.1 The Parties agree that the District shall pay the County the total sum of \$38,305 in ten (10) equal monthly installments in the amount of \$3,830.50, beginning October 15, 2021 and continuing the 15th day of each month thereafter through July 15, 2022. In consideration of such payment, the County shall make available to the District a total of 1,130 hours of service to be provided by the SPO as more fully described in Section 5 herein. The County shall be responsible for paying all salary, benefits, training, insurance, taxes, equipment and other costs associated with the SPO. The County acknowledges and agrees that the SPO is not eligible to participate in any District pension or fringe benefit program, such as vacation pay, sick pay, or health insurance that is provided to District employees. The County will provide the District with the

number of hours worked by the SPO each month. In June, the District will either be credited at a rate of \$31.88 for each hour under the 1130 hours that was not worked by the SPO or compensate the County at a rate of \$31.88 for each hour over the 1130 hours that was worked by the SPO. Hours spent by the SPO attending required training shall be deducted from the 1,130 hours of service available to the District. Similarly, if the District determines that the SPO shall no longer be allowed to work at the District, the District will be credited at the rate of \$31.88 for each hour under the 1130 hours that was not worked by the SPO. In the event of a change in the County's cost for provision of SRO services, the Parties agree to meet and negotiate the impact of those changes.

- 3.2 In the event the SPO is sick or unable to perform the SPO duties, the County will <u>attempt</u> to fill the vacant SPO position with another SPO that is agreeable to the District.
- 4. <u>The Duties of the County</u>. The County shall appoint on a part-time basis and assign one SPO to the District as follows:
 - 4.1 The SPO shall be assigned to the District, and shall be expected to work a regular schedule from 8:30 a.m. to 2:30 p.m. each day, during the District's regular school day, plus the following special events: To be determined by mutual agreement between the school and Sheriff's Office. However, the SPO's working days and hours and special events may be adjusted by mutual agreement between the SPO and the District's Superintendent of Schools upon submission of a written change request to the Sheriff's Office.
 - 4.2 The SPO may leave school grounds during scheduled working hours to attend required training or to perform duties that arise in the course of the SPO's services under this Agreement. The SPO shall provide notice to the Superintendent of Schools (or his designee) and Sheriff's Office as soon as practicable, and in advance if possible, of any such obligations.
 - 4.2(a) School grounds shall include any grounds and associated buildings on the school campus and District.
 - The SPO, may by mutual agreement between the SPO, Sheriff's Office and the District's Superintendent of Schools, work beyond the standard work day and week, and special events, and, he shall then be permitted to flex his time to account for such additional hours upon notice to and approval of the Superintendent and Sheriff's Office (at no time shall overtime pay be incurred).
 - 4.4 The County shall provide the SPO with appropriate uniforms, equipment, badges and firearm.
 - 4.4(a) The County shall provide the SPO with the required yearly firearms/Article 35 training and qualification.
- 5. The Duties of the SPO. The SPO shall perform the following duties under this Agreement, as directed by the District and Sheriff's Office, to the extent permitted by law including Section 209-

- 5.1 The SPO shall undertake appropriate efforts to ensure the safety and security of District property and persons on such property. The SPO will patrol school buildings and grounds and respond to emergency situations on the District's property.
- 5.2 The SPO shall act as a school resource officer and provide a positive role model for students.
- 5.3 The SPO shall act as an instructor for specialized, short-term, programs at the District, when invited to do so by the principal or a member of the faculty (ie. Internet safety, conflict resolution, violence prevention etc.). All such presentations will be approved by both the District and Sheriff's Office.
- The SPO shall make presentations to the District faculty and students on law-related topics. Such subjects shall include a basic presentation on laws, the role of police officers, and the police mission. All such presentations will be approved by both the District and Sheriff's Office.
- 5.5 The SPO shall coordinate his or her activities with the Superintendent of Schools and staff members as identified by the Superintendent, and will seek permission, advice and guidance prior to undertaking any program in the District.
- The SPO shall promote a trusting relationship by developing lines of communication with students and staff and promote positive behavior and interaction between students.
- 5.7 The SPO shall make themselves available for conferences with students, parents and faculty members in order to assist them with law enforcement or crime prevention matters.
- 5.8 The SPO shall refer students who may be experiencing a variety of school, family or social problems to the District for appropriate action.
- 5.9 The SPO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. but any referrals thereto will be made by the District.
- 5.10 The SPO shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations which may occur in school or during school sponsored events. The SPO shall assist in increasing staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- 5.11 The SPO shall take law enforcement action as immediately required to the extent that a special patrol officer may do so under the authority of law. As soon as practicable, the SPO shall make the Superintendent of Schools (or his designee) aware of such action. At the Superintendent's (or his designee's) request, the SPO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school

and related school functions, to the extent that the SPO may do so under the authority of the law.

- 5.11(a) Once the SPO has taken whatever immediate action was necessary to resolve the situation the SPO shall notify and turn the case and investigation over to a Deputy Sheriff or appropriate Police Officer for any further action.
- 5.12 The SPO will assist other police officers and law enforcement representatives in matters regarding this Agreement, whenever necessary.
- 5.13 The SPO shall maintain detailed and accurate records of the operation of the SPO Program, and shall make them available to the Superintendent of Schools as required by law, or upon request.
- 5.14 The SPO shall not act as a school disciplinarian. However, if the Superintendent believes an incident involves a violation of the law, then the Superintendent may contact the SPO and the SPO shall then determine whether law enforcement action is appropriate and notify a Deputy or Police Officer for any further action. The SPO is not to be used as a substitute for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties, but will maintain a highly visible presence through the school day in hallways, lobby, cafeteria, restrooms, and parking lot to protect persons and property, to maintain order, and to assure compliance with safety and security rules and protocol.

6. Duties of the District.

- 6.1 The District shall provide to the SPO the following materials and facilities, which are deemed necessary for the performance of the SPO's duties:
 - 6.1.1 Access to a properly lighted office area, which shall contain a telephone and which may be used for general business purposes;
 - 6.1.2 A location for official files and records which can be locked and secured;
 - 6.1.3 A desk with drawers, a chair, work table, filing cabinet and office supplies;
 - 6.1.4 Access to a computer with e-mail and internet capability;
 - 6.1.5 A written letter authorizing the SPO to carry a firearm on school property in compliance with PL 265.01(a).
 - 6.1.6 Provide TCI training, if required by the District.
- 7. <u>Independent Contractor</u>. The relationship between the District and the County is that of an independent contractor. The SPO shall be an employee of the County and shall have no employment relationship with the District.

- 8. Federal, State, and Local Taxes. Consistent with its status as an independent contractor, the County agrees that it, and not the District, shall be responsible, where appropriate, for: (1) Withholding FICA (Social Security and Medicare) taxes from the SPO's compensation or making FICA payments on the SPO's behalf; (2) Making federal or state unemployment insurance contributions on the SPO's behalf; (3) Withholding federal, state, or local income tax from the SPO's compensation. The County represents, warrants, and agrees that it will timely pay all federal, state, and local income taxes, FICA taxes, federal and state unemployment insurance contributions which arise in connection with the SPO's provision of services under this Agreement.
- 9. <u>Workers' Compensation</u>. The County acknowledges that the SPO will not be entitled to workers' compensation or disability insurance coverage under the District's policies. The County will cover the SPO with workers' compensation and any other similar insurance required by law. The County will provide the District with proof of such coverage upon request, before the SPO begins performing services under this Agreement. To the extent a claim is asserted against the District by the SPO, the County shall defend and indemnify the District for any judgments or claims entered against the District under the Workers' Compensation Law.
- 10. <u>Unemployment Insurance</u>. The County acknowledges that the SPO will not be entitled to unemployment insurance benefits from the District. The County agrees that it will make any federal or state unemployment insurance contributions on behalf of the SPO. The County will also be responsible for the reimbursement of any unemployment insurance benefits that may be paid to the SPO. To the extent the SPO asserts an unemployment insurance claim against the District, the County shall defend the District and shall indemnify the District for any resulting judgment or liability under the Unemployment Insurance Law.
- 11. Appointment of the SPO. The SPO must possess relevant job knowledge, experience, training, education, and have the appropriate appearance, attitude, communications skills and bearing. The SPO must be legally eligible to be appointed and to serve as a special patrol officer. The County shall solicit candidates for appointment to SPO, and shall conduct the process of interviewing and screening candidates. The District shall have the right to have a representative present during the interview, screening and selection process, and may participate in the hiring decision with the Sheriff's Office. The District shall have the right to reject an individual recommended by the County. The implementation of this Agreement is specifically contingent upon the Washington County Department of Personnel, or any other applicable civil service entity with jurisdiction, approving the appointment of the SPO pursuant to Section 209-v.
 - 1. <u>Termination and Replacement of the SPO</u>. In the event that either the County or the District believes that the SPO is not effectively performing his duties and responsibilities, it shall promptly notify the other, and may immediately preclude the SPO from working at the District or being on District property. The Parties shall then confer to determine whether to (a) terminate the assignment of the SPO and assign another individual to serve as SPO, or (b) terminate this Agreement. If the Parties are unable to reach agreement under this section, then this Agreement shall be terminated.
 - 2. <u>Good Faith.</u> The District, the County, and their respective agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or

questions will be resolved by negotiation between the Parties.

- 3. <u>Modification</u>. This document constitutes the full understanding of the Parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless upon mutual written agreement by the Parties.
- 4. <u>Severability</u>. In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- 5. <u>Hold Harmless</u>. The County agrees to indemnify and hold harmless the District, its officers, Board of Education members, employees, agents, contractors and representatives, from any and all liability, damages, fines, or judgments, (including those based on negligence) which may arise as a result of the County's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law. The District agrees to indemnify and hold harmless the County, its officers, County Board members, employees, agents, contractors and representatives, from any and all liability, damages, fines, or judgments, (including those based on negligence) which may arise as a result of the District's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law.
- 6. <u>Entire Agreement</u>. This constitutes the entire agreement of the Parties hereto and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.
- 7. <u>Compliance with Laws</u>. The services to be provided by the SPO pursuant to this Agreement shall be in all respects consistent with applicable law, and the terms of this Agreement shall be interpreted and applied consistent with applicable law. By their signatures below, the County Supervisor and Superintendent of Schools represent and certify that this Agreement has been approved by resolution of the County Board and the Board of Education, respectively.

IN WITNESS WHEREOF, Date set above.	the Parties have executed this Agreement as of the Effective
For the County of Washington:	For the Hudson Falls Central School District:
	Daniel a. Word
Chairman of the Board	Superintendent of Schools
	*

Sheriff Jeffrey J. Murphy



Hudson Falls Central School District Reopening Plan 2021-2022

<u>UPDATE: 8/31/2021</u> On Friday, August 27 Governor Hochul announced distancing guidelines that included returning to 6 foot distancing in certain areas of the school, including the cafeterias. That information was clarified on Saturday, August 28th by her office using the language below.

"Because of the importance of in-person learning, schools should implement physical distancing to the extent possible within their structures but should not exclude students from in-person learning to keep a minimum distance requirement."

With that clarification from her office, the distancing at the Hudson Falls CSD will be at a minimum of 3 feet in all areas. The 3 feet spacing is the maximum spacing that allows for all students to attend in-person learning five days per week.

Our three guiding principles for the 2021-2022 school year will be to:

- Return to 100% in-person instruction.
- Safely maintain an in-person learning environment for all students, faculty, and staff.
- Preserve extracurricular activities and interscholastic athletics for students.

Guidance: The district's reopening plan is based on the guidance from:

- The Center for Disease Control (CDC)
- The American Academy of Pediatrics (AAP)
- The New York State Education Department (NYSED)
- The Washington County Department of Health
- The District's Medical Director Dr. Robert Nielson

Additionally, the district will be monitoring Washington County's COVID-19 community transmission rate and how the transmission rate may impact the daily operational procedures. Transmission rates are measured by the CDC's four-category system of low, moderate, substantial, and high. <u>Click here</u> for the CDC COVID-19 data tracker.

While this plan needs to be fluid to adapt for the health and safety of our community, our current framework is below. Further masking details are in the paragraph following.

UPDATE: 8/31/2021 In late August Governor Hochul enacted a mask mandate for all school buildings in NYS. The graduated masking plan developed by Hudson Falls CSD will remain in our plan so that when the Governor removes the masking mandate our local plan will be in place.

Community Transmission	School Details	
Low	 Physical distancing of at least 3' where possible Masks required for "Indoor High-Risk Activities"** Masks required on buses No masks are required elsewhere Mask wearing is encouraged indoors for unvaccinated individuals 	
Moderate	 Physical Distancing of at least 3' where possible Universal masking required indoors No masks outdoors 	
Substantial	 Physical Distancing of at least 3' where possible Universal masking required indoors Mask wearing is encouraged outdoors for unvaccinated individuals. 	
High	 Physical Distancing of at least 3' where possible Universal masking required indoors Mask wearing is encouraged outdoors for unvaccinated individuals Random voluntary testing of staff and students, dependent upon Washington County Department of Health if available 	

^{**} High-Risk Activities include, but are not limited to, certain sports and music activities.

Masking, When Required by Community Transmission Levels

We are defining masks as ear-looped masks only. No neck gaiters, bandanas, or masks with exhalation valves.

- → Indoors during Moderate, Substantial, and High Transmission
 - masks are required regardless of vaccination status when students are present.
 - Masks may be removed while eating or drinking.
 - Consistent and correct mask use is especially important indoors and in crowded settings, when physical distancing cannot be maintained.
- → Outdoors during Substantial Transmission
 - Unvaccinated individuals are encouraged to wear masks.
- → Outdoors during High Transmission
 - Mask wearing is encouraged outdoors for unvaccinated individuals
 - Mask breaks will be coordinated to provide for at least 6 feet of physical distancing.

Quarantines

Each case will be investigated individually by the Washington County Department of Health and their contact tracers. Acknowledging that each investigation is unique, the general plan is following. Please note: The following is based on conversations with Washington County DOH.

Individual Status	Distance from exposure	Masked?	Quarantine?
Unvaccinated Less than Six Feet		Not properly masked	Quarantine Required
Unvaccinated	Less than Six Feet	Properly masked	No Quarantine Required
Unvaccinated	Greater than Six Feet	n Six Feet No Quarantine Required	
Fully Vaccinated	No Quarantine Required if asymptomatic		

Remote Learning

- → There is no Virtual Academy (parent-selected) option this year.
- → Remote learning will be offered only when necessary. Examples may be:
 - In the case of a class-wide quarantine.
 - In the case of a staffing shortage.

Attendance

- → All students are expected to attend school in-class, every day.
- → Individual students who are quarantined will be provided with learning opportunities consistent with other medical absences.

Daily Health Screenings

- → Students will complete temperature checks upon arrival.
- → Staff is expected to stay home when symptomatic and contact the building nurse.
- → Visitors will be required to sign in, complete an attestation, and do a temperature check prior to entering a HFCSD facility.

Physical Distancing

- → Wherever possible HFCSD will maintain a 3-feet or greater physical distance between students to stay open at 100% capacity.
- → Classroom windows and doors will be open to increase ventilation, to the extent possible
- → Seating charts are required to assist in contact tracing.

Interscholastic Athletics

Please see the <u>Hudson Falls Athletics COVID Guidelines</u> for details for each sport.

- → High-Risk Sports call for stricter masking guidelines.
- → Generally, athletics will follow our Framework from the first page, based on the current level of Community Transmission.
- → Based on the community transmission level, spectator access may be limited.

Extra-curricular Activities

- → Extra-curricular clubs will resume.
- → Field trips will be considered on a case-by-case basis.
- → Late buses resume.

Symptomatic Individuals

Symptomatic individuals will be sent home when displaying any of the following symptoms:

- → Fever of 100.4 or greater
- → Vomiting or diarrhea
- → Loss of smell or taste
- → Other COVID Symptoms as listed by the CDC after review of the student's health file.

Nursing judgment will be used if a symptomatic individual should be sent home with other symptoms. Symptomatic individuals may return with proof of a negative (**PCR type required**) COVID test or a doctor's note providing an alternate non-COVID diagnosis.

Meals/Cafeteria

- → The main eating location will be the cafeteria, with overflow in other identified locations as needed.
- → Students will be separated by 3 feet as much as possible.
- → Students may take their masks off to eat and drink. Masks must go back on after their meal is complete.

Transportation

- → All passengers and drivers must wear a mask while on the bus, regardless of vaccination status and community transmission level.
- → Windows will be open to the greatest extent possible.
- → Parents/Guardians who are able to provide transportation to and/or from school are encouraged to do so to reduce the population on buses.
- → Seating charts are required to assist in contact tracing.

Vaccinations

- → Currently there is no mandate/requirement for employees to be vaccinated. However, vaccination is strongly encouraged for all employees.
- → The district will work with the Washington County Department of Health to encourage vaccinations of all eligible individuals.

Voluntary COVID Testing

- → Washington County is developing a voluntary test screening plan that is anticipated to begin in mid-to-late September.
- → The District will make a decision on participation when more information is available.

Daily Cleaning/Disinfecting Procedures and Protocols

- → The district will continue regular cleaning and disinfection daily or more frequently, as needed, along with frequent cleaning and disinfection of shared objects and surfaces as well as high transit areas, such as restrooms and common areas.
- → Classrooms will be disinfected as necessary.
- → High-volume touchpoints will be disinfected frequently throughout the day as well as each night.
- → Use of hand sanitizer and the practice of good hygiene will be taught/encouraged.
- → All staff will have access to PPE.

Ventilation

- → Increase ventilation with outdoor air.
- → Filter the ventilation system to the greatest extent possible.
- → Ensure all HVAC systems are functioning properly.

Use of School Facilities

- → Limited indoor use of school facilities by outside groups.
- → Outdoor use of facilities will be permitted.

Visitors

- → The number of visitors may be limited.
- → Masks, temperature checks, and a COVID attestation are required.

Safety Drills

→ Modified to maintain social distancing.