

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
EAST GREENBUSH CENTRAL SCHOOL DISTRICT**

This Memorandum of Understanding is between the Averill Park CSD, a public school district duly organized under the laws of the State of New York, with its primary business address at 146 Gettle Road, Averill Park, New York 12018 and East Greenbush CSD, a public school district duly organized under the laws of the State of New York, New York, with its primary business address at 29 Englewood Ave, East Greenbush, NY 12061. It is effective as of May 1, 2019. (“Effective Date”).

WHEREAS, both School Districts are authorized and required to develop school safety plans, pursuant to Section 2801-a of the Education Law and Section 155.17 of the Regulations of the commissioner of Education; and,

WHEREAS, both School Districts recognized the need to communicate, plan and collaborate before a crisis occurs and that such planning includes the designation of off-site locations to which School District students and staff may be evacuated to in the event of an emergency situation affecting their health and safety; and,

WHEREAS, East Greenbush CSD is a large school district located near several buildings used by the School District which make it an appropriate off-site relocation location; and,

WHEREAS, East Greenbush CSD wishes to accommodate the needs of Averill Park CSD in the event of a health and safety emergency to the extent that it can do so, subject to other obligations, some of which are articulated in Paragraph 2 hereof; and,

WHEREAS, Averill Park CSD is a large school district located near several buildings used by the School District which make it an appropriate off-site relocation location; and,

WHEREAS, Averill Park CSD wishes to accommodate the needs of East Greenbush CSD in the event of a health and safety emergency to the extent that it can do so, subject to other obligations, some of which are articulated in Paragraph 2 hereof; and,

WHEREAS, the parties wish to enter into a municipal cooperation agreement pursuant to Article 5-G of the General Municipal Law, to memorialize their respective duties and obligations in the event such off-site relocation becomes necessary.

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose

The purpose of this agreement is to provide a guideline on what could reasonably be expected during a crisis situation on any of the campuses of the Averill Park CSD or the East Greenbush CSD. This plan will be utilized when it is believed that a threat exists or when a crisis occurs that necessitates the evacuation of Averill Park CSD students and staff to an off-site location for a temporary period of time. The scope of this agreement includes students and staff from any of the programs being

conducted during the school year and in the summer. Nothing in this Agreement shall be construed to require East Greenbush CSD or Averill Park CSD to alter its facilities to accommodate students and staff of the School District.

2. Site Designation

Subject to availability, East Greenbush CSD agrees to make the high school building, or at the option of East Greenbush CSD, other available and appropriate facilities and locations available to the Averill Park CSD in the event an emergency off-site relocation becomes necessary. The designation of facilities and locations is entirely within the discretion of East Greenbush CSD and it shall also factor in its own needs in making such determinations. The parties agree to meet as necessary to discuss preliminary determinations of the type and number of facilities or locations may be necessary for a future evacuation so that such plan is in place at the time evacuation may occur. This preliminary planning shall also afford the Averill Park CSD the opportunity to assess and provide input on the suitability of such facilities and locations for temporary shelter during an evacuation. Averill Park CSD acknowledges that East Greenbush CSD is a party to shelter during an evacuation. The parties agree that East Greenbush CSD is designated as a primary site which will be utilized if contacted by Averill Park CSD. East Greenbush CSD's obligation to provide shelter is also subject to East Greenbush CSD's schedule and prior notification by Averill Park CSD and acceptance by East Greenbush CSD.

Subject to availability, Averill Park CSD agrees to make the high school building, or at the option of Averill Park CSD, other available and appropriate facilities and locations available to the East Greenbush CSD in the event an emergency off-site relocation becomes necessary. The designation of facilities and locations is entirely within the discretion of Averill Park CSD and it shall also factor in its own needs in making such determinations. The parties agree to meet as necessary to discuss preliminary determinations of the type and number of facilities or locations may be necessary for a future evacuation so that such plan is in place at the time evacuation may occur. This preliminary planning shall also afford the East Greenbush CSD the opportunity to assess and provide input on the suitability of such facilities and locations for temporary shelter during an evacuation. East Greenbush CSD acknowledges that Averill Park CSD is a party to shelter during an evacuation. The parties agree that Averill Park CSD is designated as a primary site which will be utilized if contacted by East Greenbush CSD. Averill Park CSD's obligation to provide shelter is also subject to Averill Park CSD's schedule and prior notification by East Greenbush CSD and acceptance by Averill Park CSD.

3. Evacuation Determination

When it becomes necessary to evacuate any of the buildings in either school district, the decision will be made by the Superintendent or designee, in consultation with building principals. As soon as an off-site evacuation is considered necessary, contact shall be made to the Superintendent of the district in need to the district offering shelter of the potential or imminent evacuation. Contact information for the Averill Park CSD and East Greenbush CSD are as follows:

Averill Park CSD:

Name: Dr. James R. Franchini, Superintendent of Schools
Phone: 518-674-7061

Name: Aaron Heffner, Director of Facilities
Phone: 518-674-7058

East Greenbush CSD:

Name: Jeffrey Simons, Superintendent of Schools
Phone: 518-207-2531

Name: Paul Bickel, Director of Facilities
Phone: 518-207-2521

4. Transportation

The transport of students, students with special needs and staff after it has been determined by the Superintendent or designee that remaining on campus may present a credible threat to the safety and well-being of students and staff and after notification to and acceptance by the receiving district shall be the responsibility of the sending district. The Transportation Supervisor, or designee, will coordinate the number and the most suitable buses given the number of students and staff to be transported. Students and staff will be transported to the location(s) designated by the receiving district.

5. Costs

Each party shall be responsible for its own costs associated with this Agreement. Should any damage occur to the property of the receiving district as a result of the sending district's use of property as a result of this Agreement, the sending district shall reimburse the receiving district for such damage to the extent not covered by insurance.

6. Term of Agreement

This agreement shall be effective upon execution and will remain in full force for one (1) year from the Effective Date unless terminated by either party upon sixty (60) days written notice and shall automatically renew for successive one (1) year periods. Either party may terminate this agreement, with or without cause, upon sixty (60) days written notice to the other party.

If the agreement is still in effect as of January 1, 2024 the parties shall review whether they desire to continue the agreement, and if so, on what terms. If the parties decide to renew or extend the agreement beyond June 30, 2024 such action shall require the approval, by majority vote, of the Board of Education of both parties. Such agreement shall require the review and affirmative approval by the Boards of Education of both parties at least once every five years.

7. Mutual Indemnification

To the fullest extent permitted by law, the Averill Park CSD shall reimburse, defend, indemnify and save harmless East Greenbush CSD, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of the use of East Greenbush CSD facilities pursuant to this Agreement. To the fullest extent permitted by law, East Greenbush CSD shall defend, indemnify and save harmless the Averill Park CSD, its' officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of East Greenbush CSD, its officials, employees, volunteers or agents and which arise out of this Agreement. To the fullest extent permitted by law, the East Greenbush CSD shall reimburse, defend, indemnify and save harmless Averill Park CSD, its officials, employees and agents, from and

against all claims, damages, losses and expenses arising out of the use of Averill Park CSD facilities pursuant to this Agreement. To the fullest extent permitted by law, Averill Park CSD shall defend, indemnify and save harmless the East Greenbush CSD, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent, reckless or intentional act or omission of Averill Park CSD, its officials employees, volunteers or agents and which arise out of this agreement. Neither party is entitled to indemnification for its own negligent or intentional acts or omissions. Each party shall maintain sufficient liability coverage, reasonably acceptable to the other party, to cover such liability and shall provide the other party with proof of such coverage and limits.

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by its duly authorized officer and day and year first above written.

Averill Park Central School District
James R. Franchini, Superintendent

Date

East Greenbush Central School District
Jeffrey Simons, Superintendent

Date