

# **DISTRICT-WIDE EMERGENCY RESPONSE PLAN**

## **SAFE SCHOOLS PLAN**

**Averill Park Central School District**

*Meeting the needs of and creating opportunities for every student every day.*

*Revised: June 19, 2020*

Averill Park Central School District

SAFE SCHOOLS PLAN

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# SAFE SCHOOLS PLAN

## Preface

*We, the Averill Park Central School District District-wide Safety Committee, believe it is imperative that the entire school community take responsibility for ensuring a safe environment for learning. We must continue to build upon the excellent community connections already in existence to promote a safe and healthy school community environment for our youth. Our approach is comprehensive and proactive requiring a long-term commitment.*

## 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 with 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.

# GOALS

To promote and nurture a safe school environment, the Averill Park Central School District plans:

1. To provide a planning guide and framework for action to ensure a safe learning environment, including the physical safety of the schools, and promoting best practices to ensure the medical, emotional, social and physical safety of students.
2. To continue to use the District-wide Safety Committee to monitor and annually evaluate the district's Safe Schools Plan and Building Level Emergency Response Plans.
3. The established Building Emergency Response Teams within each building will assess specific building safety issues and report back to the District-wide Safety Committee.

## IMPLEMENTATION OF THE PLAN

1. Averill Park Central School District will designate a Chief Emergency Officer annually. This designee is responsible for ensuring that the Safe Schools Plan and Building Level Emergency Response Plans are reviewed and updated annually, if necessary. The Chief Emergency Officer is responsible for ensuring that faculty and staff receive required training and that all required emergency drills are completed annually.
2. The Superintendent of the Averill Park Central School District has formed a District-wide Safety Committee whose membership will be comprised of representatives from: school board, teacher organizations, administrator organizations, 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 organizations, administrator organizations, 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. 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.
5. The Building Principal must approve any modifications of each school's Building Level Safety Plan and submit it to the Safety Coordinator. It is the Principal's responsibility to see that the Emergency Procedures are implemented through appropriate designation of tasks to School Safety Team members as well as others.
6. Each Building Emergency Response Team should plan to meet to monitor and adjust their Action Plans and their Building Level Safety Plans if necessary throughout the school year; a minimum of three meetings is advisable.
7. Each School Safety Team will submit a summary to the Safety Coordinator by May 1 of each year. 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;
  - d. Recommendations for amendments for the Districts Safe School Plan and their own Emergency Procedures.
8. It is the responsibility of the District-wide Safety Committee to evaluate the information from all of the Building Emergency Response Teams' school safety reports, to re-evaluate the District Safe

Schools Plan, to make necessary adjustments and to report annually to the Superintendent and/or the Board of Education.

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

# RISK MANAGEMENT

The District is committed to minimizing risks that impact the interior and exterior physical environment of the schools. This commitment is evidenced by the maintenance of its buildings and grounds to maximize safe conditions. To ensure the best possible safe environment, our Superintendent of Buildings and Grounds conducts safety audits on a regular basis and compliance plans are developed and implemented if needed. Playground safety is a major area of responsibility; safety concerns are addressed immediately. Staff participates in the Right to Know, Bloodborne Pathogens, Safe Schools Plan and Emergency Procedures as well as harassment prevention. Appropriate staff participates in CPR, AED and First Aid training. The district continuously evaluates and updates its Emergency Procedures and has adopted the National Incident Management System.

## **Violence Prevention Initiatives**

The Averill Park Central School District continues to develop and investigate various strategies regarding security, violence prevention and intervention. Many school-wide prevention programs and interventions are in place within the district.

Examples include but are not limited to the following:

- School Resource Officer
- Mental Health Clinic
- Cameras to monitor hallways, entrances, parking areas and playgrounds
- Monitored single entrance of each building
- Visitor sign in and sign out with the Raptor visitor management system
- Code of Conduct
- Internet safety instruction
- Counseling groups
- Student support teams
- Character education
- Student assistance counselors
- Referrals to outside agencies
- Student advisory programs
- Student-led leadership training
- Peer mediation
- Strengthening families program
- Elementary morning program
- DASA Initiatives

## **Training Drills & Exercises**

The district will review and conduct drills and other exercises to test components of Building Level Emergency Response Plans, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials.

The district:

- Has attended tabletop exercises sponsored by Questar and involving local law enforcement officials.
- State police and local first responders have participation in “walk-throughs” of district schools for familiarization purposes.

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

Each school within the district shall:

- Conduct a minimum of four lockdown and eight fire drills per school year. A combination of eight drills are to be completed by December 31 with the remaining four drills to be completed by summer recess each year.
- Provide all staff with lockdown and emergency training delivered by law enforcement.
- Provide the required staff with playground safety training.
- Targeted staff will participate in blood borne pathogens training.
- Targeted staff is trained in policies/procedures pertaining to anti-harassment/bullying/violence.
- Students are instructed on lockdown procedures prior to the required lockdown drills each year.
- Students are instructed on emergency evacuation procedures prior to the required fire drills each year.
- Staff attends safe schools conference and training as they become available.
- Provide in-service on de-escalation and violence prevention.

## **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.

Screening of potential new employees which includes:

- Providing a resume and three references
- Submitting to a criminal history background check that includes fingerprinting.



## **Security Personnel – Hall Monitors**

Averill Park Central School District utilizes existing staff to maintain a presence in the hallways during passing times, maintains a presence in school bus loading and unloading zones at the beginning and end of school days, and maintains a presence at any other strategically advantageous points to observe traffic flow. Staff training for these responsibilities is covered in annual violence prevention and multi-hazard training.

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

Averill Park Central School District will:

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

There are early warning signs in most cases of violence to self and others. Certain emotional and behavioral signs that, when viewed in context, can signal a troubled student. Student support teams within each building meet regularly to monitor warning signs that may signal a student that may need help. Teachers and parents may make referrals on specific students through the building principal. Some signs may include:

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

## **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.

# RESPONSE

Averill Park Central School District recognizes that appropriate response to emergencies, such as bomb threats, intrusions, hostage takings and kidnappings, varies greatly depending on the situation. Building Level Safety Plans detail the appropriate response to such emergencies utilizing the following protocols:

- Identification of the decision makers
- Determination of threat level
- Plans to safeguard students and staff
- Procedures to notify and direct students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

Law enforcement officials will be contacted by the Incident Commander in line with the Building Level Emergency Response Plan and will be requested based upon the “closest response agency” concept to ensure that the response to the incident is as rapid as possible. The school will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies.

## **Notification and Activation**

- The following systems can be included as forms of communications:
  - Cell phone/telephone
  - Walkie Talkies
  - School Messenger System
  - Intercom Emergency Alert System
  - Fax/E-mail/NOM Weather Radio
  - Local Media
- Upon being notified of an emergency, the Building Principal or Designee will contact law or emergency personnel in accordance with stated response protocol.
- In an event of an emergency, the Principal or Designee will notify all building occupants to take the appropriate protective action.

# ACTION PLANS

## **Multi-Hazard 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**

- Bomb Threat
- Hostage taking/kidnapping
- Intrusion

### **Natural Hazards**

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

### **Technological Hazards**

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

### **Explosion and Fire**

- Explosion/Fire Emergency

### **Systems Failure**

- Building Structure Failure
- Maintenance Emergency
- Transportation Fleet Loss

### **Medical Emergencies**

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

# EVACUATION PROCEDURES

The following procedures have been developed for the safe evacuation of students, teachers, other school personnel and visitors to the school in the event of a serious incident.

## **1. Early Dismissal – Go Home Plan**

Communication of the plan shall be primarily the responsibility of the school superintendent through cooperation with county and local community agencies, radio and television stations, and School Messenger emergency notification system.

## **2. Evacuation Plan**

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.

If the evacuation of the school building is deemed necessary, teachers will be responsible for all persons under their control. They will take class attendance, visitor logs and other important records with them to pre-designated safety areas.

Administrative personnel will take official visitor logs, along with ‘essential’ records, to the evacuation site.

## **3. Sheltering Plan**

If it is necessary for a school building to be utilized to house students, all teachers and building administrators will stay with the students to oversee and to supervise such operations.

## **4. Emergency Evacuation Procedures/Sites**

The following procedures will be used by school personnel in the event that the school building must be evacuated as a result of emergency circumstances:

### **If an evacuation is necessary before the start of the school day:**

No students will enter building. All staff will vacate to nearest designated site.

### **If an evacuation is necessary during school hours:**

All students within the building or waiting to enter will be evacuated to appropriate shelter site.

## **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.

## **6. Evacuation of Persons with Disabilities**

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

# SHELTER AGREEMENTS

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

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

# RECOVERY

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

Step 1: Consult with Leadership Team and others to:

- Determine nature and advisability of team involvement
- If team is needed, acquire release from currently assigned responsibility

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

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

Step 4: Assist Director in the following:

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

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

Step 6: Provide Crisis Team Services

- Conduct faculty meeting with all building staff and plan follow up meetings
- Conduct classroom meetings in seriously affected classes
- 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

Remind staff about “Teachable Moments”

- Death and grief education
- Personal safety, sorting rumor from fact
- Anatomy of the injury (ex. what type, extent, what it means)

Step 7: Assist in creating a committee that can coordinate and plan for memorial contributions, expressions of sympathy, scholarship funds, etc. This committee should be composed of staff, students and parents.

Step 8: Follow-up plans for ending Crisis Team involvement

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

## **Follow-through**

Averill Park Central School District will work closely with 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 and families to verbalize their feelings and emotional support to aid recovery
- Guide the families through the emergency/disaster and provide tools and techniques for the families to help them recover

Averill Park Central School District  
Emergency Drill  
RECORD SHEET

Building: \_\_\_\_\_

Date of Drill: \_\_\_\_\_

Type of Drill: \_\_\_\_\_

End Time of Drill: \_\_\_\_\_

NOTES: (RED denotes areas of concern)

WAYS TO ADDRESS CONCERNS:

OTHER CONCERNS:

Administrator of Drill: \_\_\_\_\_

Date: \_\_\_\_\_



School Safety Team  
Summary Report  
(must be submitted by May 1<sup>st</sup> each year)

School Name: \_\_\_\_\_

Date: \_\_\_\_\_

Team Members: \_\_\_\_\_

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Date & Type of Safety Drills:

Date & Type of Incident Reports:

Corrective Actions Taken:

Concerns/Issues:

Resources Needed:

Date of Committee Review: \_\_\_\_\_

Recommendations:

## INTERMUNICIPAL AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

### 1. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AVERILL PARK CENTRAL SCHOOL DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent, APCSD

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the above signed, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

**RENSSELAER COUNTY SHERIFF**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sheriff, Rensselaer County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the above signed, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

**RENSELAER COUNTY LEGISLATURE**

BY: \_\_\_\_\_  
Chairman, Rensselaer County Legislature

DATE: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the above signed, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

## APPENDIX A

### RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

#### 1. OBJECTIVES OF AN SRO PROGRAM

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

#### 2. PRIMARY FUNCTIONS OF THE SRO

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

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

##### a. LAW ENFORCEMENT OFFICER

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



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

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

**b. LAW RELATED COUNSELOR**

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

**c. LAW RELATED PRESENTER**

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