

**PROJECT SAVE**  
**(Safe Schools Against Violence In Education)**  
**DISTRICT-WIDE SCHOOL SAFETY PLAN**  
**as required by Commissioner's Regulation 155.17**

## INTRODUCTION

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and 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, as well as from 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 Stockbridge Valley C. S. District ("District") supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going District-wide cooperation and support of Project SAVE.

## SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

### Purpose

The Stockbridge Valley C. S. District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Board of Education, the Superintendent of Schools appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan

### A. Identification of School Teams

The District has created a District-wide School Safety Team including the following persons:

#### Position

Board of Education Representative- <i>C. Marshall, H. Bingel</i>
Administration Representative- Superintendent, Business Admin., Bldng. Principal(s)
Teacher Representative- <i>Elem., Sec., Agr., Science, A. D., Union Representatives</i>
Parent Representative(s)- <i>M. Shea, P. Waldron</i>
Student Representative- <i>Student Council President &amp;/or National Honor Society President</i>
School Safety Personnel- <i>Special Patrol Officer (SPO), BOCES Risk Mngt. Coord., Maint. Crew Leader, Head Bus Driver</i>
[Other School Personnel]- <i>Nurse, CSEA Union Rep., Clerical Support Rep.</i>

### B. Concept of Operations

- The Superintendent of Schools or his/her designee will serve as the **District Chief Emergency Officer**. Responsibilities include: facilitate safety training for school district personnel, ensure the school's building-

level emergency response plan is up-to-date each year, make sure drills (evacuation & lockdown) occur as per Education Law section 807, and aid in policy development and decision making for security technology.

- The District-wide School Safety Plan shall be directly linked to the individual *2023-2024 Building-level Emergency Response Plans* for each school building. This District-wide School Safety Plan will guide the development and implementation of individual building-level emergency response plans.
- This Plan has been developed using the New York State Education guidance document as well as checklists and other resources provided by the Oneida-Herkimer-Madison BOCES Safety Office and the Madison-Oneida BOCES Safety Risk Management Specialist. It has been reviewed and revised by members of the District-wide School Safety Team.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- Emergency response actions, including Crisis Response, may be supplemented by involving County and State resources through established protocols.

### **C. Plan Review and Public Comment**

- Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan was first made available for public comment on May 16, 2001, prior to its adoption, *and annually updated (with a 30 day public comment period) thereafter at the June Board of Education meeting with adoption at the July Reorganization meeting..* 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 updated 2023-24 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 any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building-level emergency response plans will be supplied to both local and State Police within 30 days of adoption.
- This plan and the Continuation of Operations- Public Health Emergency Plan (Appendix 14), any Agreements for Special Patrol Officer (SPO) (Appendix 15), along with an Emergency Remote Instruction Plan (Appendix 16), shall be reviewed and maintained by the District-wide School Safety Team and reviewed on an annual basis on or before July 1 of each year. A copy of the plans will be available on the District website or at the District Business Office at Stockbridge Valley C. S.

## SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

### A. Identification of sites of potential emergency

The District has established procedures for the identification of potential sites and the internal and/or external hazards that may be present in them. These procedures are developed in coordination with the local Emergency Management Office, Fire Department and law enforcement agencies, and the use of a Risk Probability Checklist. Appendix 2 of this Plan includes the risk probability checklist and the results of this evaluation.

### B. Actions in response to an emergency

The District has identified the following general response actions to emergency situations. These actions include:

- School cancellation (prior to start of day)
- Early dismissal
- Delay in Opening School
- Evacuation
- **Shelter-In-Place, Hold-In-Place, Evacuate, Lockout, Lockdown**

The Building-level Emergency Response Plans include identification of specific procedures for each action depending upon the emergency.

Emergencies include, but are not limited to:

Threats of Violence  
Hostage/Kidnapping  
Natural/Weather Related  
Civil Disturbance  
School Bus Accident  
Gas Leak  
Systems Failure  
Fire/Explosion  
Public Health Emergency

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### C. District resources and personnel available for use during an emergency

The District has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the Building Level Emergency Response Plan as deemed appropriate by the Incident Command Team.

Specific personnel and resources are identified in the Building Level Emergency Response Plan.

### D. Procedures to coordinate the use of school resources during emergencies

The District uses the Incident Command System model for emergency actions. For Building/District-wide emergencies, the initial Incident Commander will be the Superintendent of Schools or his/her designee. The Incident Commander is authorized to activate such resources and personnel as are appropriate to the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response

actions as identified in the Building Level Emergency Response Plan. Building-level Incident Command staff are identified in the Building Level Emergency Response Plan.

The Incident Command System for the Stockbridge Valley Central School District is better defined in Appendix 10 of this plan.

#### **E. Annual multi-hazard school training for staff and students.**

The District will conduct annual training for both staff and students in school safety issues. Training will be coordinated by the Superintendent of Schools, and may consist of classroom activities, general assemblies, tabletop exercises, full scale drills or other appropriate actions to increase the awareness and preparedness of staff and students.

Drills and other exercises will be coordinated with local, county and state emergency responders and preparedness officials. Existing plans will be revised in response to post-incident evaluations of these drills.

Training procedures and framework are included in Appendix 3.

#### **F. Staff development**

- ❑ All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.
- ❑ Provision for two hours of staff development with respect to school violence prevention, intervention, and response will be included in professional development plans.
- ❑ At least one hour of school violence prevention and intervention training for all staff will be included annually in a superintendent's conference day.

The Superintendent or his/her designee will be responsible for implementing instructional staff development programs.

The Superintendent, Business Administrator or his/her designee will be responsible for non-instructional staff development with respect to school violence.

Staff development resources and other related information are listed in Appendix 3.

### SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

#### A. Policies and procedures for responding to implied, or direct threats of violence or acts of violence by students, teachers, other school personnel and visitors to the school

The District has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence and are included in Appendix 4 of this document (see also District Code of Conduct.)

#### B. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident

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. In most cases, law enforcement agencies will be contacted through the 911 system, which will dispatch the appropriate agency. *Additionally, Stockbridge Valley C. S. is in the process of considering devices (silent panic alarm systems), per Alyssa’s Law, for automated notification to law enforcement agencies.* Appendix 11 includes a listing of district buildings and the closest response agencies with contact names and numbers for use in non-emergency situations.

#### C. Appropriate response to emergencies

The District recognizes that appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The Building Level Emergency Response Plan details the appropriate response to such emergencies.

#### D. Policies and procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal

The District will contact appropriate parents, guardians or person in parental relation via media release, and through the District’s *Electronic Messaging System- Parent Square*, via telephone, text, or email contact or other appropriate means in the event of a violent incident or early dismissal. Conditions requiring such notification are outlined in the Building Level Emergency Response Plan. Sample media releases and parental notification are included in Appendix 12.

### SECTION IV: COMMUNICATION WITH OTHERS

#### A. Procedures for obtaining assistance during emergencies from emergency services organizations and local government agencies

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office, through the local emergency communication center, *or through the County Sheriff’s Office per the District approved Special Patrol Officer (SPO) Agreement (see Appendix 15).* The Incident Commander will authorize the procurement of these agencies. District’s local emergency management office information:

<b>Emergency Management Office- Dan Degear, Director, Wampsville, NY</b>
315-366-2789
<b>Madison Co. Department of Health- Eric Faisst, Director</b>
315-366-2361
<b>Madison Co. Sheriff’s Office- Todd Hood, Sheriff, 315-366-2311</b>

**B. Procedures 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 District will rely on the advice of the local emergency management office listed above.

**C. A system for informing all educational agencies within the District of a disaster**

The District will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification and delegate its delivery. A list of these agencies and the contact information is located in Appendix 1.

**D. Maintaining certain information about each educational agency located in the school district**

The following information concerning educational agencies located within the district is included with the Building-level Safety Plan:

- School population
- Number of staff
- Transportation needs, and
- Business and home telephone numbers of key officials of each such educational agency

The Superintendent or his/her designee will ensure that this information is current and accurate.

**SECTION V: PREVENTION AND INTERVENTION STRATEGIES**

**A. Policies and procedures related to school building security, including, where applicable, the use of school safety officers and/or security devices or procedures**

See Appendix 6

**B. Policies and procedures for the dissemination of informative materials**

The District is committed to the use of the interpersonal violence prevention education package for all staff/students, when available. See Appendix 3

**C. Prevention and intervention strategies**

The District continues to develop and investigate various strategies regarding violence prevention and intervention. These strategies include, but are not limited to:

- Collaborative agreements with state and local law enforcement officials designed to ensure that school safety officials are adequately trained including being trained to de-escalate potentially violent situations,
- Non-violent conflict resolution training programs,
- Peer mediation programs and youth courts, and,
- Extended day and other school safety programs
- *On-site Special Patrol Officer (SPO) per Agreement w/Co. Sheriff's Office.*

**D. Strategies for improving communication among students and between students and staff, and for the reporting of potentially violent incidents**

The District recognizes that *communication* is a vital key in the prevention and intervention of violence in schools. To that end, the District supports programs in the following areas:

- Youth-promoted programs: Athletic & Extra-curricular Afterschool Programs
- Peer mediation,

- Conflict resolution,
- Creating a team to address Character Education & Bullying in the School Building,
- *Training for “The Dignity For All Students Act,” (DASA)*
- Student Support Teams,
- Establishing anonymous reporting mechanisms for school violence, and
- Others based on identified needs

**E. Description of duties, hiring and screening process, and required training of hall monitors and other school personnel**

See Appendix 7

## **APPENDICES**

### **Appendix 1:**

Listing of all school buildings covered by the District-wide school safety plan with addresses of buildings, and contact names and telephone numbers of building staff.

<b>Building Name</b>	<b>Address</b>	<b>Contact Name</b>	<b>Telephone Number</b>
Stockbridge Valley C.S.	6011 Williams Rd. Munnsville, NY 13409	Corey Graves Superintendent	(315) 495-4400
		Beth S. Lamb- Business Admin.	(315) 495-4445
		Julie Suber- Elem. Principal	(315) 495-4550

		Lisa Hopkins- H.S. Principal	(315) 495-4450

Listing of other educational agencies (day care, parochial school, pre-school, etc.) located within or adjacent to the District:

<b>Educational Agency</b>	<b>Address</b>	<b>Contact Name</b>	<b>Telephone Number</b>
Madison-Oneida BOCES Pre-K Program	6011 Williams Rd. Munnsville, NY	Madison-Oneida BOCES Asst. Supt. For Instr. &/or Director of Early Childhood	(315) 361-5545  (315) 361-5627

In an emergency, the Superintendent or his/her designee will notify these agencies as appropriate:

Madison Oneida BOCES:

*Scott Budelmann*- District Superintendent      315-361-5510

*Lisa Decker*- Deputy Supt. for Finance      315-361-5520

Matthew Williams, PHD- Assist. Supt.- Instr. 315-361-5545



## **Appendix 2:**

### **District-wide Risk Determination**

Using the Risk Probability Checklist on p. 11, and the recommendations of local law enforcement and emergency response personnel, the District has determined that the following risks apply to all district buildings:

Winter storms and blizzards  
High winds  
Severe lightening & thunderstorms  
Hazardous materials  
Transportation accidents  
Pandemic or Communicable Health Illnesses

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\_\_\_\_\_

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In addition, the District recognizes that the school building has the potential for violent incidents, including:

Hostage Situation  
Weapons Incident  
Kidnapping  
Intruder  
Threats of Violence

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\_\_\_\_\_

The District has determined that the building has the potential for additional emergency situations based upon it's proximity to external hazards (dams, flood prone areas, industrial sites, etc.) or to internal hazards.

### **Building Risk Determination**

<b>Building</b>	<b>Address</b>	<b>Internal Hazards</b>	<b>External Hazards</b>
Stockbridge Valley C. S.	6011 Williams Rd. Munnsville, NY	Natural Gas Leak	Natural Gas Leak
		Medical Emergency	Medical Emergency

## RISK PROBABILITY CHECKLIST

	YES	NO	DON'T KNOW
1. Has your region ever been short of water due to <b>drought</b> conditions? Natural Hazard: Drought and Extreme Heat	<b>X</b>		
2. Have you ever felt an <b>earthquake</b> tremor while in your community? Natural Hazard: Earthquake	<b>X</b>		
3. Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire		<b>X</b>	
4. Have <b>forest fires</b> ever occurred within 25-mile radius of your district? Natural Hazard: Forest Fire		<b>X</b>	
5. Do you live in a state having great or moderate risk from <b>landslides</b> occurring? Natural Hazard: Landslide		<b>X</b>	
6. Is your district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow		<b>X</b>	
7. Has your community ever experienced a <b>winter storm</b> ? Natural Hazard: Winter Storms and Blizzards	<b>X</b>		
8. Are severe winter storms a frequent occurrence? Natural Hazard: Winter Storms and Blizzards.	<b>X</b>		
9. Is your community in an area visited by 30 or more <b>thunderstorms</b> per year? Nat. Hazard: Severe Thunderstorms		<b>X</b>	
10. Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane	<b>X</b>		
11. Has your state ever been crossed by the path of a <b>hurricane</b> ? Natural Hazard: Hurricane	<b>X</b>		
12. Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods		<b>X</b>	
13. Have <b>floods</b> or <b>flash floods</b> ever affected your home or community? Natural Hazard: Floods and Flash Floods	<b>X</b>		
14. Do <b>tornadoes</b> present a major or moderate risk to your region? Natural Hazard: Tornado		<b>X</b>	
15. Do you live in a western state that has or might be affected by ashfall from a <b>volcanic eruption</b> ? Natural Hazard: Volcanic Hazard		<b>X</b>	
16. Are there any factories, warehouses, or disposal areas near your community which produce or use toxic chemicals or other <b>hazardous materials</b> ? Technological Hazard: Hazardous Materials		<b>X</b>	
17. Is your district within a few miles of a main highway, waterway or railroad line? Tech. Hazard: Trans. Accident		<b>X</b>	
18. Have major <b>transportation accidents</b> ever disrupted traffic patterns in your community? Technological Hazard: Transportation Accident		<b>X</b>	
19. Is your district within a fifty-mile radius of a <b>nuclear power facility</b> ? Technological Hazard: Radiological Incident		<b>X</b>	
20. Are there any <b>radioactive waste</b> dump sites in your state? Technological Hazard: Radiological Incident			<b>X</b>
21. Are there any man-made <b>dams</b> built along the river nearest your district? Technological Hazard: Dam Disaster		<b>X</b>	
22. Has your County/State ever declared a <b>Pandemic Health Crisis</b> ?	<b>X</b>		

## **Appendix 3:**

- I. Violence prevention, intervention, and response staff development programs for instructional and non-instructional staff will be included in Superintendent's Conference Day plans as follows:

### **Instructional Staff**

<b>School Year</b>	<b>Dates</b>	<b>Topic(s)</b>	<b>Time Allotted</b>
<i>2023-2024</i>	<i>Aug. 2023 &amp; (on-going)</i>	<i>New Staff Orientation-Awareness- Emerg. Procedures</i>	<i>½ Hour</i>
	<i>Sept. 5/6, 2023</i>	<i>DASA Training, Hazard Comm., Right To Know, Violence Prevention, &amp; Mental Health Trng., Child Abuse Reporting, "Concussion Awareness," "Shelter, Hold-In-Place, Evacuate, Lockout, Lock down" Drill Procedures, Data Privacy &amp; Cyber Security Training</i>	<i>3 Hours</i>
	<i>Oct. 6, 2023</i>	<i>Next Gen. Stnds. LETRS Lit./Math Trng.</i>	<i>6 Hours</i>
	<i>Fall 2023, Spring 2024, &amp; as needed</i>	<i>CPR/AED/First Aid, Bloodborne Pathogen Training</i>	<i>2 Hours</i>
	<i>Fall/Spring 2023-24</i>	<i>Emergency Code Lockdown/Early Go Home Drills</i>	<i>1/2 Hour 4 Emergency Lockdown Drills</i>
	<i>Fall/Spring 2023-24</i>	<i>Fire Drills Fire Prevention</i>	<i>8- Fire Drills</i>

### **SVCS Support Staff**

<b>School Year</b>	<b>Dates</b>	<b>Topic(s)</b>	<b>Time Allotted</b>
<i>2023-2024</i>	<i>Sept. 5/6, 2023</i>	<i>DASA Training, Hazard Comm., Right To Know, Violence Prevention &amp; Mental Health Update, Child Abuse Reporting "Shelter, Hold-In-Place, Evacuate, Lockout, Lock down" Drill Procedures, Data Privacy &amp; Cyber Security Training</i>	<i>3 Hours</i>
	<i>October 2023</i>	<i>EV Bus Driving/Training</i>	
	<i>Fall 2023 - Spring</i>	<i>CPR/AED/First Aid,</i>	<i>2 Hours</i>

	<i>2024, &amp; as needed</i>	<i>Bloodborne Pathogen, Lifting &amp; Ladder Safety, Per. Protect. Equip. Trng., Lockout/Tag-out</i>	
	<i>Fall/Spring 2023-24</i>	<i>Emer. Evacuation: Annual Go Home Early Drill / Code Lockdown Drills, Emerg. Response Team Training, Fire Drills</i>	<i>4 Lockdown Drills 8- Fire Drills</i>
	<i>September 2023 &amp; Feb./March 2024 May/June 2024</i>	<i>2-hour Mandated Bus Driver Refresher 19A Certified Examiner/SBDI Updates</i>	<i>2 hours ea. Session  6-8 hours</i>

- II. The annual "Emergency Go Home" Drill will be conducted in *April 2024*, unless otherwise determined by the BOCES District Superintendent in consultation with the superintendents of schools.
- III. During the *2023-2024* school year, the following drills, exercises, & meetings will be conducted:

Emergency Annual Go Home/Evacuation Drill

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Emergency Response Drills- *Shelter/Hold-In-Place, Evacuate, Lockout, Lockdown (4)*

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Fire Drills (8)

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Bus Emergency Evacuation Drills (3)

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Scheduled District Safety Committee Meetings (4)

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## **Appendix 4:**

The Stockbridge Valley C. S. District policies related to school violence and emergency planning are included in this appendix.

Policy Numbers-   #5001- District-Wide Safety Plans & Building-Level Emergency Response Plans.  
                          #5002- School Closings  
                          #5003- Fire & Emergency Drills

## **Appendix 5:**

Insert regulation references here

- 155.17
- Executive Law 2-B
- Other

## **Appendix 6:**

Insert policy (or policy number) regarding building security, school safety officers, and dissemination of informative materials here.

#0011	"Code of Ethics for Board Members & Employees"
#0012 & 0012.1	"Non-discrimination in Public Accommodations" "Report of Possible Discrimination or Harassment"
#1001	"Community Use of School Facilities"
#1002	"Visitors To The School"
#1003 & 1003.1	"Volunteers"
#1100	"Records Management & Access"
#1040	"Code of Conduct"
#5001	"District-wide Safety Plans and Building Level Emergency Response Plans"
#5002	"School Closings"
#5003	"Fire Drills"
#5005	"Inspection of School Premises"
#5401	"Transportation to and from Child Care Locations/Special Transportation Requests"
#5404	"Traffic Restrictions"
#5501	"School Property Damage"
#6400	"Fingerprinting & Criminal History Record Checks"
#7307	"Student Visitors"
#7307.1	"Student Visitor Request Form"

## **Appendix 7:**

Description of duties, hiring and screening process, and required training of other school safety personnel.

Administration- It is the duty of the Administration to screen and recommend candidates for employment in the Stockbridge Valley Central School by reviewing qualifications, *including required Certifications, Violence Prevention Training, Child Abuse Training, and Fingerprint Clearance,* checking work and related references and conducting interviews to assess fitness for employment.

Records Access Officer/School District Clerk- It will be the responsibility of the Records Access Officer &/or District Clerk to train and maintain training to oversee the Fingerprinting process of all candidates for employment in the Stockbridge Valley Central School.



## **Appendix 8:**

Copies of all building-level emergency response plans. Identification of local and state law enforcement agencies where building-level plans are filed.

New York State Police  
Headquarters- Field Command  
Attn: Safe Schools NY  
1220 Washington Ave., Building 22  
Albany, NY 12226  
Or  
[info@safeschools.ny.gov](mailto:info@safeschools.ny.gov)

New York State Police  
Troop D  
P.O. Box 30  
Oneida, NY 13421  
(315) 366-6000

Madison County Sheriff  
P.O. Box 16  
Wampsville, NY 13163  
(315) 366-2311

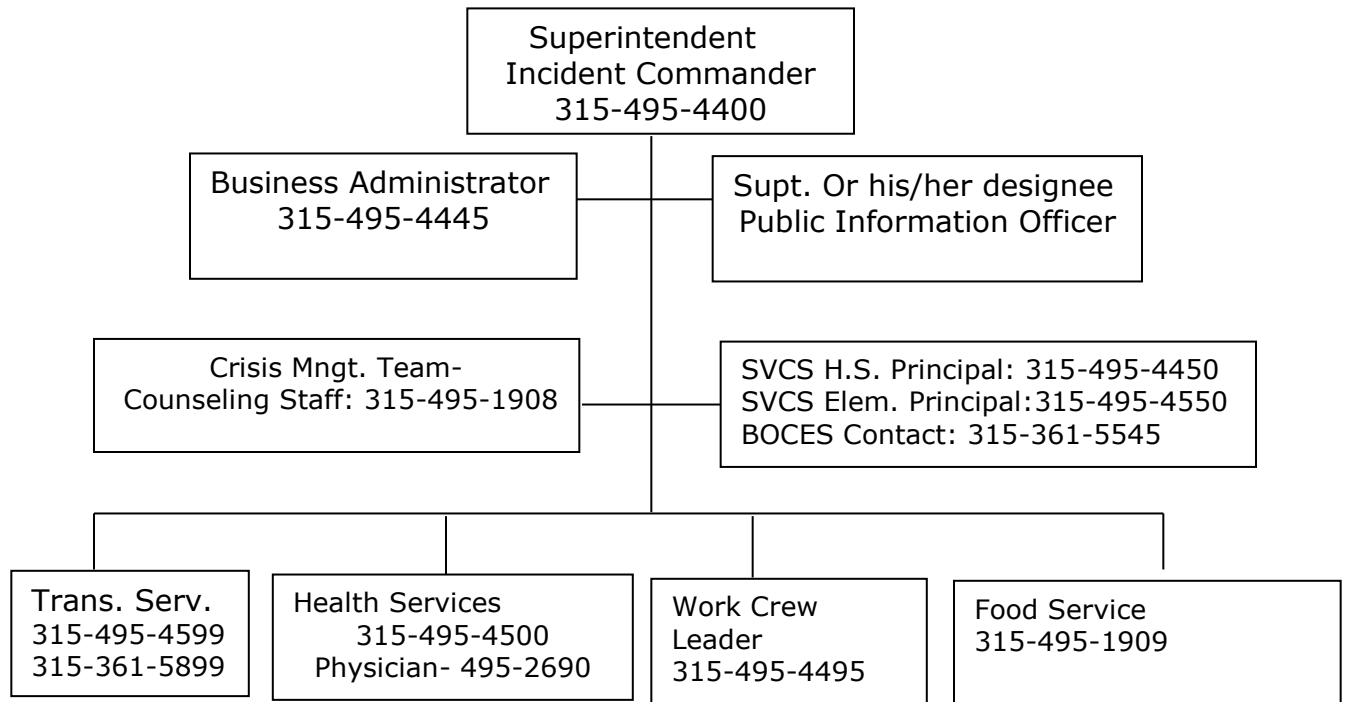
## **Appendix 9:**

Memoranda of Understanding or agreements relevant to implementation of the District-wide plan and, where appropriate, building-level emergency response plans.

*Included in Building-Level Emergency Response Plan*

## **Appendix 10:**

### **Stockbridge Valley Central School** District Incident Command



- ❑ **Incident Commander** – Responsible for the direction of the District response in a District-wide emergency (Superintendent/Business Administrator) or the building response in a building-level emergency (Building Principal).
- ❑ **Public Information Officer** – Complies and releases information to the news media.
- ❑ **Emergency Response Team** – Monitors the District response in an attempt to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- ❑ **SVCS Principal(s)** – Represents the District by serving as the BOCES Pre-K program contact and other school districts that may be involved in the incident, as well as providing direction for the Crisis Management Team.
- ❑ **Business Administrator** – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- ❑ **Transportation Services** – Responsible for directing the implementation of Transportation plans and strategies for incident resolution regarding transportation.
- ❑ **Health Service** – Responsible for providing all resources (personnel, equipment, facilities, services) required for incident Health resolution.
- ❑ **Buildings & Grounds** – Responsible for collecting, evaluating and disseminating the information needed to support Emergency Response Agencies in responding to an incident.
- ❑ **Food Service/Support Operations** – Responsible for all food needs and matters related to providing support needs to carry out emergency response plans.

## **Appendix 11:**

### **Stockbridge Valley Central** School District

#### Closest Response Agencies

In an emergency, dial 9-911. They will dispatch the appropriate response agencies. In non-emergency situations, contact the following:

<b>Building</b>	<b>Law Enforcement</b>	<b>Fire</b>
<b>Stockbridge Valley C. S.</b>	Contact: N. Y. State Police	Contact: Munnsville Fire Dept.
	Phone #: (315) 366-6000	Phone #: (315) 495-2888
	Contact: Madison Co. Sheriff	Contact:
	Phone #: (315) 366-2311	Phone #:
	Contact:	Contact:
	Phone #:	Phone #:
	Contact:	Contact:
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	Phone #:	Phone #:

## **Appendix 12:**

Media releases- *via District School Electronic Messaging System- Parent Square*

Parent notification letters- *per Specific Incident*

## **APPENDIX 13:**

**STOCKBRIDGE VALLEY CSD**

## EMPLOYEE WORKPLACE VIOLENCE PREVENTION

**Purpose:** To identify safety/security measures and procedures implemented by the school district and school buildings to minimize the potential for employee assaults and homicides in the workplace.

### A. Risk Determination

The District and each building will determine those factors or situations that might place employees at risk of occupational assaults or homicides, including but not limited to:

- working in public settings
- working late night or early morning hours
- exchanging money with the public
- working alone or in small numbers
- uncontrolled access to the workplace
- areas of previous security problems

The following is a listing of identified concerns and safety/security measures by location: **EXAMPLES**

Location/Building	Safety/Security Concern	Safety/Security Measure
Educational Buildings	Unauthorized Access	Single Point of Entry and/or Access Control Systems
Educational Buildings	Unauthorized Access	Visitor Identification
Educational Buildings	Intruder/Hostage	Building Response Plans
Educational Buildings	Threats or Acts of Violence	Building Response Plans
Educational Buildings	Aggressive Behavior	Student Referral System/Call 911
HS and/or MS	Aggressive Behavior	Isolate/Referral to Admin./Call to 911
All Buildings	Pre-Employment Screening	Fingerprinting/ Background Checks (all new employees)
All Buildings	Bomb Threat	Response Plans
All Buildings	Handling Money	High Visibility/ School Safe/Frequent (daily) cash deposits
All Buildings	Working Alone (early morning/late night)	Building Entrances Secured – Two employees scheduled, if possible.
Areas of previous security problems		

### B. Actions in response to an emergency

The District has identified the following general response actions to emergency situations that apply to staff and students. These actions include:

- School cancelation (prior to start of day)
- Early dismissal
- School Delay
- Evacuation
- Sheltering
- Lockdown

Additionally, the confidential Building-level Emergency Response Plans include specific procedures for each action depending upon the emergency. Emergencies include, but are not limited to:

- Evacuation
- Lockdown
- Shelter-In-Place
- Hold-In-Place
- Lockout
- Threats or Acts of Violence
- Hostage/Kidnapping
- Bomb Threat
- Medical &/or Health Related Emergency

**C. Training:** Staff will be instructed annually on the location, content and availability of the plan including district/building emergency procedures and security measures.

**D. Plan Review:** The Employee Workplace Violence Plan will be reviewed annually in conjunction with the district-wide emergency response plan (SAVE) review.

## **APPENDIX 14**

### **STOCKBRIDGE VALLEY C. S. CONTINUATION OF OPERATIONS-PUBLIC HEALTH EMERGENCY Site-Essential Employee Protocols**

## DEFINITIONS

**"Personal protective equipment"** shall mean all 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.

**"Site-Essential"** shall refer to a designation made that a public employee or contractor is **required to be physically present** at a work site to perform his or her job.

**"Non-site-essential"** shall refer to a designation made that a public employee or contractor is **not required to be physically present** at a work site to perform his or her job.

**"Communicable disease"** shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

**"Retaliatory action"** shall mean the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

### **1. LIST AND DESCRIPTION OF POSITIONS AND TITLES AND JUSTIFICATION considered site-essential in the event of a state-ordered reduction of in-person workforce and a justification of such consideration for each position and title included.**

The list and justifications can be found as an attachment to this plan.

### **2. DESCRIPTION OF PROTOCOLS THE EMPLOYER WILL FOLLOW IN ORDER TO ENABLE ALL NON-SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS TO TELEWORK including, but not limited to, facilitating or requesting the procurement, distribution, downloading and installation of any needed devices or technology, including software, data, office laptops or cell phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace.**

Employees not required to be on-site to perform their job functions (non-site-essential) during a State Disaster involving Public Health Emergency will have the option to telework if directed by the Superintendent or Individual Delegated to act in the absence of the Superintendent. The Superintendent, Business Official, Principals, and Department Heads will evaluate existing barriers to telework and follow purchasing policies to request, procure, distribute, install and support resources, such as hardware and software that will enable telework, to the extent possible.

### **3. DESCRIPTION OF HOW THE EMPLOYER WILL, TO THE EXTENT POSSIBLE, STAGGER WORK SHIFTS OF SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS IN ORDER TO REDUCE OVERCROWDING ON PUBLIC TRANSPORTATION SYSTEMS AND AT WORKSITES.**

If necessary, Stockbridge Valley C. S. (SVCS) will assess in-person capacity and conditions to stagger work shifts to reduce workforce density at worksites as practicable. Public transportation is not a factor for Stockbridge Valley C. S. in this region.



- 4. DESCRIPTION OF THE PROTOCOL THE EMPLOYER WILL IMPLEMENT IN ORDER TO PROCURE THE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS** based upon the various tasks and needs of such employees and contractors in a quantity sufficient to provide at least two pieces of each type of personal protective equipment to each site-essential employee and contractor during any given work shift over at least six months. Such description shall also include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Employees and contractors are encouraged to provide their own personal protective equipment if appropriate for the situation (e.g. face masks). However, as necessary, Stockbridge Valley C. S. will provide personal protective equipment (as appropriate to their job and exposure) to each site-essential employee and contractor during any given work shift. Stockbridge Valley will procure and maintain PPE as availability & storage permits, as well as cleaning supplies, signage, and other pandemic-related items. This process will be centralized through the SVCS Business Office, Custodial Maintenance Operations, &/or Nurses Office; this allows for cost-effective bulk purchasing as well as streamlined accounting, disbursement, and inventory control. Custodial Operations & Services will house all items in adequate and appropriate storage spaces (e.g. not exposed to weather, adequate size, etc.) to prevent degradation and permit immediate access in the event of an emergency declaration.

- 5. DESCRIPTION OF THE PROTOCOL IN THE EVENT AN EMPLOYEE OR CONTRACTOR IS EXPOSED TO A KNOWN CASE OF THE COMMUNICABLE DISEASE THAT IS THE SUBJECT OF THE PUBLIC HEALTH EMERGENCY, EXHIBITS SYMPTOMS OF SUCH DISEASE, OR TESTS POSITIVE FOR SUCH DISEASE IN ORDER TO PREVENT THE SPREAD OR CONTRACTION OF SUCH DISEASE IN THE WORKPLACE.**

Such protocol shall also detail actions to be taken to immediately and thoroughly disinfect the work area of any employee or contractor known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment such employee or contractor may have touched, and the employer policy on available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

Stockbridge Valley C. S. will follow all procedures and protocols communicated by the New York State and local Department of Health authorities as appropriate for preventing the contraction or spread of the communicable disease identified in the public health emergency. These will be communicated to staff through correspondence from the Stockbridge Valley C. S. Leadership Team, [Parent Square School Messaging System](#), the SVCS website, postage and signage, and/or other means as appropriate.

Staff, contractors, and visitors will assess daily health if they have been exposed to a known case or exhibit symptoms of the communicable disease that is the subject of the public health emergency, and they will [be provided the opportunity to be tested and](#) allowed to remain in SVCS buildings, if a negative test result is determined. If a positive result is detected, they will be directed to leave and advised to follow up with their healthcare provider and/or local health department.

If an employee or contractor tests positive for such disease, school administrators & school Nurses will collaborate and coordinate with local health officials to assess levels of community transmission and the extent of close contacts of the individual who tested positive, and report positive cases to DOH as guided.

Stockbridge Valley C. S. may need to implement short-term closure and/or virtual learning procedures regardless of community spread if an infected person has been in a school building. If this happens, Stockbridge Valley C. S. will adhere to the prevailing CDC and DOH guidance for cleaning and disinfecting affected areas, and notify individuals impacted. Stockbridge Valley C. S. will follow the most current guidance from the health department in assessing when staff may report/return to work in person. Current guidance may be obtained at: <https://www.cdc.gov/>, <https://www.health.ny.gov/>, & <https://www.madisoncounty.ny.gov/206/Health-Department>,

Stockbridge Valley C. S. will comply with its policies and procedures as well as state and federal law pertaining to leave should an employee need to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

**6. PROTOCOL FOR DOCUMENTING PRECISE HOURS AND WORK LOCATIONS, INCLUDING OFF-SITE VISITS, FOR SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS.**

Such protocol shall be designed only to aid in tracking of the disease and to identify the population of exposed employees and contractors in order to facilitate the provision of any benefits which may be available to certain employees and contractors on that basis.

Stockbridge Valley C. S. will utilize and implement daily health screening questionnaire as appropriate, building sign-in sheets, electronic door access records, and other protocols consistent with employees' collective bargaining agreements.

**7. PROTOCOL FOR HOW THE PUBLIC EMPLOYER WILL WORK WITH SUCH EMPLOYER'S LOCALITY TO IDENTIFY SITES FOR EMERGENCY HOUSING FOR SITE-ESSENTIAL EMPLOYEES** in order to further contain the spread of the communicable disease that is the subject of the declared emergency, to the extent applicable to the needs of the workplace.

Not applicable. Stockbridge Valley C. S. employees are not housed or expected to remain at the worksite during off-duty hours and may return home after work each day.

**8. IMPLEMENT ANY OTHER REQUIREMENT/GUIDANCE AS PROVIDED BY FEDERAL, STATE, OR COUNTY HEALTH DEPARTMENTS** such as contact tracing or testing, social distancing, hand hygiene and disinfectant, or mask wearing, to be determined based on current situations or pending emergencies.

Stockbridge Valley C. S. will follow NYS DOH &/or Madison County DOH guidelines for students and employees as identified above, as well as, regarding known exposures, and/or “Isolation” for individuals who have tested positive for communicable diseases.

### **List and Description of Site-essential Positions and Titles and Justification**

The following titles and positions are considered Site-Essential in the event of a declared public health emergency that deems it necessary to reduce the level of in-person workforce.

**NOTE:** Other positions may be required to report on-site depending upon circumstances, if needed.

Title/Position	Justification/Responsibility	Building/Program
Superintendent	Oversight- Continuation of Operations, District & Building Communications	
District Clerk	Continuation- BOE/District Business	
Business Administrator	Continuation of Operations- Compliance Reporting, Purchasing, Payroll, Accounts Payable, Accounting Functions, Receiving, Contract/Contractor Implementation, & Other Financial Operations of the District	
Treasurer	Continuation of Operations- Banking, Financial Transactions, Payroll, Employee Benefits Implementation, Personnel Leave/Documentation	
Tax Collector/Registrar	Receive/Record Tax Collection & Real Property Tax Information. Data Entry Financial Purchasing, Process Student Enrollment Registrations & Transfers.	
Information Technology	Continuation of Network Access & Technology Maintenance Operations for Instructional & Administrative Services.	
Principal	Instructional Leadership- Continuation of Instructional Staff & Student Services including Technology Supports	
Admin. Office Assistants	Principal, Staff, Student, & Parent Communications, Assist & Coordinate with IT to Provide Technology Support.	
Custodian	Daily Check/Operation & Maintenance of Building Systems	
Groundsperson	Provide Emergency Access to Grounds & Buildings & Support Routine	

	Maintenance of Grounds	
Cleaner	Clean, Sanitize, & Apply Disinfectant Measures in Assigned Building Locations	
Head Bus Driver	Coordinate &/or Provide Transportation Services for Students in Program Placements Outside of District. Continuation & Compliance of Driver 19A Regulations & Files	
Food Service- Cook	Food Preparation for Meal Pick-up	
Food Service Helper(s)	Food Preparation for Meal Pick-up	
Teacher/Instructional Staff	Continuation of Instructional Activity as Authorized to be On-Site & In-person	

## **APPENDIX 15**

### **Stockbridge Valley Central School District**

**Agreement: Special Patrol Officer  
Madison County Sheriff's Office**

## **AGREEMENT**

**THIS AGREEMENT**, by and between the **COUNTY OF MADISON**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and Stockbridge Valley Central School District, with principal offices at 6011 Williams Road, Munnsville, NY 13409, hereinafter called the "District";

## **WITNESSETH**

**WHEREAS**, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

**WHEREAS**, the Stockbridge Valley Central School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

**WHEREAS**, in order to facilitate such a use of SPOs, the County of Madison and the Stockbridge Valley Central School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

**NOW THEREFORE**, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
  - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
  - B. To increase the physical law enforcement presence within the District facilities;
  - C. To decrease the number of incidents involving outside police intervention at the District facilities;
  - D. To increase a sense of safety and order within the school setting; and
  - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have SPOs on site at all District contracted campuses each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.
- III. **TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2024, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on



July 1<sup>st</sup> of that year, and conclude on June 30<sup>th</sup> of the following year, consistent with the District's fiscal calendar.

**IV. DUTIES OF THE SPOs:** The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;
- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- a. The Sheriff further agrees to provide SPOs who:
  1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
  2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
  3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
  4. Meet all education and experience requirements set forth by Madison County and New York State; and
  5. Also demonstrate:
    - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
    - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
    - c. A working knowledge of social services providers and other community justice and school resources;
    - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
    - e. A genuine interest in at-risk youth; and
    - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

VI. **RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;



- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MSCO supervisory personnel and request their services for a police response.

**VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:**

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

**VIII. RESOLUTION OF ISSUES/TERMINATION:**

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each

Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

**IX. COMPENSATION:**

- A. Basic Payment: The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District, or their designee, as detailed herein.
- B. The Parties agree that the District, or their designee, shall pay compensation to the County at 50% of the hourly rate of \$29.56/hr per Special Patrol Officer position from July 1, 2023 to December 31, 2023. The District shall pay 50% of the hourly rate of \$30.74/hr to the County, per Special Patrol Officer position from January 1, 2024 to June 30, 2024.
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the overtime hourly rate of \$44.34/hr from July 1, 2023 to December 31, 2023, and \$46.11/hr from January 1, 2024 to June 30, 2024.
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

**X. INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

**XI. INDEMNIFICATION/HOLD HARMLESS:**

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its



agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

## **XII. INSURANCE:**

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
  - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
  - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
  - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers Compensation and Employers Liability shall be at statutory limits.
- v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. **NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. **SUSPENSION OF WORK:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.



- D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. **NOTICE:**

All notices to the County should be sent to:  
Madison County Board of Supervisors  
P.O. Box 635  
Wampsville, New York 13163

With a copy sent to the Sheriff at:  
Madison County Sheriff's Office  
138 N. Court Street, Bldg. #7  
Wampsville, New York 13163

All notices to the District should be sent to:  
Stockbridge Valley Central School District  
6011 Williams Road  
Munnsville, New York 13409

- XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2024, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.
- XVII. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- XIX. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED:

By: \_\_\_\_\_  
John M. Becker  
Chairman, Board of Supervisors

MADISON COUNTY SHERIFF'S OFFICE

DATED:

By: \_\_\_\_\_

STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT

DATED:

By:  \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF MADISON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_  
Notary

STATE OF NEW YORK )

COUNTY OF MADISON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_  
Notary

STATE OF NEW YORK )

COUNTY OF MADISON )

On the 10<sup>th</sup> day of June, 2023, before me, the undersigned, personally appeared Corey Graves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in Madison County

My Commission Expires: 4/13/2025

Pamela J. Menig  
Notary

PAMELA J. MENNIG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ME6204054  
Qualified in Madison County  
My Commission Expires April 13, 2025

## **APPENDIX 16**

### **Stockbridge Valley Central School District**

#### **Emergency Remote Instruction Plan**

##### **TECHNOLOGY and CONNECTIVITY**

The Stockbridge Valley CSD is a 1-to-1 School District. All students in grades kindergarten through twelfth grades will receive either an iPad or a Chromebooks for use on a daily basis as well as during remote learning. Devices are available to be sent home with students on a daily basis to ensure continuous learning and must be returned every day.

Each year the Stockbridge Valley CSD conducts a Digital Access Survey. All parents/guardians are surveyed to determine the level of digital connectivity within their household. The survey is also included in the new student registration packet to determine the digital connectivity of new students registering throughout the school year. The District provides WIFI hotspots for students that do not have access or limited access to the internet to ensure continuity of instruction when at home.

##### **INSTRUCTION UNDER EMERGENCY CONDITIONS: Remote learning for students**

The students at Stockbridge Valley Central School will participate in synchronous learning during emergency remote learning days that would follow the school day schedule (8:00am-3:16pm). Attendance will be taken during the morning meeting for all K-6 grade students and during the first period for all 7-12 grade students via Google Meet. Instruction/Classwork will be provided as if students were in person. Teachers remain on Google Meets throughout the duration of each scheduled period.

##### **SPECIAL EDUCATION**

The Stockbridge Valley CSD provides all special education and related services during remote instruction synchronously at the regular scheduled times. The district will make all reasonable efforts to address the provision of free appropriate public education (FAPE), while protecting the health and safety of students with disabilities and those providing special education services.

A comprehensive Special Education framework has been developed to ensure there is an understanding of the provision of services consistent with the recommendations on individualized education programs (IEP), plans for monitoring and communicating student progress and commitment to sharing resources.

1. Students with disabilities in Stockbridge Valley CSD will continue to be provided with FAPE services during remote instruction. The district will protect the health and safety of students with disabilities and those providing special education and services
2. Stockbridge Valley CSD will communicate with parents in their preferred language or mode of communication regarding the provisions of services to his/her child to meet the requirements of the



IDEA. If needed, written communication will be translated into the preferred language and translators will be utilized for all verbal communication.

3. Stockbridge Valley CSD will collaborate with the committees on preschool special education (CPSE) and committees on special education (CSE) and program providers representing the variety of settings where students are served to ensure there is an understanding of the provision of services consistent with the recommendations on individualized education programs (IEPs), plans for monitoring and communicating student progress, and commitment to sharing resources.

4. Stockbridge Valley CSD will follow the student's IEP and provide the necessary accommodations, modifications, supplementary aids and services, and technology (including assistive technology) to meet the unique disability related needs of the student. In the event of a school closure, supplementary aids and technology (including assistive technology) will be sent home so that disability related needs of students can be met during remote instruction.

5. Stockbridge Valley Central School District will document the programs and services offered and provided to students with disabilities as well as communications with parents, in their preferred language or mode of communication utilizing the ClearTrack System Contact Log and the Student Special Education Cumulative Files.

6. For students whom remote instruction by digital technology is not available or appropriate paper copies of materials will be made available and provided to the student.