



**Carmel**  
**Central School District**  
**DISTRICT-WIDE SAFETY & EMERGENCY**  
**MANAGEMENT PLAN**

UPDATED October 2023

## DISTRICT-WIDE SAFETY & EMERGENCY MANAGEMENT PLAN

# Table of Contents

<b>State Requirements</b>	<b>3</b>
<b>Section I General Considerations and Planning Guidelines</b>	<b>4</b>
Purpose	4
Superintendent's Directive	5
Identification of School Teams	6
District Safety Team	7
Concepts of Operation	8
Plan Review & Public Comment	8
<b>Section II Risk Reduction/Prevention and Intervention</b>	<b>10</b>
Prevention and Intervention Strategies	10
Improving Communication with Students	11
Reporting Threats or Acts of Violence	12
Training, Drills and Exercises	12
Staff Development Training:	14
Proactive Building Security Measures	14
Vital Educational Information	15
Early Detection of Potentially Dangerous Behavior	15
Hazard Identification	16
School Safety Personnel Allocations, Hiring, Duties, and Training	17
Private Security and School Resource Officers	17
Security Allocations	17
<b>Section III Response</b>	<b>19</b>
Notification and Activation - Internal and External Communications	19
Situational Responses	19
Multi-Hazard Response	19
Response Protocols	20
School Cancellation	20
Early Dismissal	20
Evacuation	20
Sheltering Sites (internal and external)	20
Protocols for Responding to Bomb Threats, Hostage-takings, Intruders, Abduction, and Other Emergency Situations	21
Responses to Implied or Direct Threats of Violence	21
Responses to Acts of Violence	23

Protocols For a State Disaster Emergency Involving a Communicable Disease	24
Background	24
Protocols	24
Identification of District Resources Which May Be Available for Use During an Emergency	27
Coordination and School District Resources and Manpower During Emergencies	27
Participating in Unified Command under ICS Principles	28
Assignment of Responsibilities	28
ICS Positions	28
Emergency Remote Instruction	29
Overview	29
<b>Section IV Communication with Others</b>	<b>31</b>
<b>Section V Recovery</b>	<b>33</b>
Continuity of Operations	33
Continuity of Instruction	33
District Support for Buildings	33
Disaster Mental Health Services	34
<b>Appendix 1 - Listing of School Buildings</b>	<b>35</b>
<b>Appendix 2 – Building-level Emergency Response Plans</b>	<b>36</b>
<b>Appendix 3 – Memoranda of Understanding</b>	<b>37</b>
<b>Appendix 4 – District Resources – Contact Information</b>	<b>38</b>
<b>Appendix 5 – Section 155.17 Regulation Compliance Reference</b>	<b>39</b>

## STATE REQUIREMENTS

Requirement	Date
<i>The District-Wide School Safety Team was <b>appointed by the Board of Education</b> on:</i>	August 15, 2023
<i>The District Chief Emergency Officer is<sup>1</sup>: Joe McGrath, Interim Superintendent of Schools, 845-878-2094, ext. 201, <a href="mailto:jmcgrath@carmelschools.org">jmcgrath@carmelschools.org</a>  <i>appointed on: 6/6/2023</i></i>	June 6, 2023
<i>The District-Wide School Safety Team conducted <b>annual review and updates</b> to the District-Wide School Safety Plan on:<sup>2</sup></i>	June 2023
<i>The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education <b>30-day public comment period began on:</b><sup>3</sup></i>	July 11, 2023
<i>The District-Wide School Safety Plan was made available for public comment at least thirty days prior to its adoption by the Board of Education <b>30-day public comment period ended on:</b></i>	August 15, 2023
<i>At least one <b>public hearing</b> that provided for the participation of school personnel, parents, students, and any other interested parties, was held prior to adoption of the plan. <b>Date of Public Hearing/Adoption:</b><sup>4</sup></i>	August 15, 2023
<i>The date the District-Wide School Safety Plan was <b>posted on District Website:</b><sup>5</sup> <a href="#">[Districtwide Safety Plan - Facilities - Carmel Central School District (carmelschools.org)]</a> <b>of District-Wide School Safety Plan on District Website:</b></i>	July 11, 2023
<i>Date <b>training</b> was provided to staff on <b>Building-level Emergency Response Plans, school violence prevention and mental health</b> by <b>September 15th:</b> <sup>6</sup></i>	August 30 & 31, 2023

<sup>1</sup> 155.17(c)(1)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer

<sup>2</sup> 155.17(a) Each district-wide school safety plan and building-level emergency response plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed.

<sup>3</sup> 155.17(c)(3) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption.

<sup>4</sup> 155.17(c)(3) Such district-wide 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.

<sup>5</sup> 155.17(c)(3) Each district shall file a copy of its district-wide safety plan with the commissioner and all amendments to such plan shall be filed with the commissioner no later than 30 days after their adoption.

<sup>6</sup> 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;



## SECTION I      GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

### PURPOSE

Emergencies in schools are defined as undesirable events that occur and have the potential to cause injury or illness to members of our school community or disrupt the orderly educational process. They range from acts of bullying or harassment to catastrophic natural or man-made events. Emergency management is the discipline of dealing with and avoiding risks. It is a discipline that involves preparing for an emergency situation or disaster before it occurs as well as supporting and rebuilding from the emergency after natural or human-made disasters have occurred.

Emergency management in our schools is the continuous process by which our staff, students, administrators, parents, school groups, emergency responders and our community manages hazards in an effort to avoid or mitigate the impact of disasters resulting from hazards. Preventive measures and good planning will reduce the likelihood that emergencies will occur and allow us to address those that do in an expeditious and effective manner.

Districts are required to develop district-wide school safety and emergency management plans designed to prevent and effectively manage such events to minimize the effects of serious incidents and emergencies. These plans also facilitate the coordination of the District with local and county plans and resources when incidents and emergencies occur.

The district-wide plan is responsive to the needs of all schools in the District and is consistent with the more detailed building-level emergency plans. Districts are vulnerable to a wide variety of acts of violence; and natural and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (S.A.V.E.) law. Project S.A.V.E. is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in schools.

The Carmel Central School District supports the S.A.V.E. legislation. As such, the Superintendent of Schools, Board of Education, and the entire District staff encourages and advocates on-going district-wide cooperation in support of Project S.A.V.E.

## SUPERINTENDENT'S DIRECTIVE

The Superintendent of Schools, or Designee (see [State Requirements](#)), will serve as the District's Chief Emergency Officer (CEO)<sup>7</sup> whose duties shall include, but not be limited to:

1. Coordination of the communication between school staff, law enforcement, and other first responders;<sup>8</sup>
2. Leading the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans;<sup>9</sup>
3. Ensuring staff understanding of the district-wide school safety plan;<sup>10</sup>
4. Ensuring the completion and yearly update of building-level emergency response plans for each school building.<sup>11</sup> The CEO will require each building principal to maintain a Building-level Emergency Response Plan in compliance with Commissioner of Education Regulation 155.17(2). Each plan should be updated annually with the assistance of the Building Emergency Response Team (BERT). The plan shall provide for lockdown, lockout, sheltering, evacuation, early dismissal, fire and other emergency planning and notification (when necessary) to students and staff, annual drills and exercises, and coordination with local and county emergency preparedness administrators. These plans shall be submitted to the District's Safety Team for annual approval and incorporation into the overall District-wide Safety and Emergency Management Plan.
5. Assisting in the selection of security related technology and development of procedures for the use of such technology;<sup>12</sup>
6. Coordination of appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan;<sup>13</sup>
7. Ensuring the conduct of required evacuation and lockdown drills in all district buildings as required by Education Law section 807;<sup>14</sup> and
8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.<sup>15</sup>
9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of Section 27-C of the Labor Law.

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<sup>7</sup> 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:

<sup>8</sup> 155.17(c)(1)(xix)(a) coordination of the communication between school staff, law enforcement, and other first responders;

<sup>9</sup> 155.17(c)(1)(xix)(b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans

<sup>10</sup> 155.17(c)(1)(xix)(c) ensure staff understanding of the district-wide school safety plan

<sup>11</sup> 155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building

<sup>12</sup> 155.17(c)(1)(xix)(e) assist in the selection of security related technology and development of procedures for the use of such technology

<sup>13</sup> 155.17(c)(1)(xix)(f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan

<sup>14</sup> 155.17(c)(1)(xix)(g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807

<sup>15</sup> 155.17(c)(1)(xix)(h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner



## IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation 155.17(b)(13) and At the direction of the Board of Education and under the direction of the Superintendent, a District-wide Safety Team will be utilized for emergency management within the District<sup>16</sup>. The Safety Team shall include, but is not limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors.

At the discretion of the board of education, a student may be allowed to participate on the safety team. If the Board appoints or selects a student to participate on the safety team, in accordance with Regulation 155.17(b)(14), no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.

The duties of the team shall include the development, review, and update of the District-wide Safety and Emergency Management Plan in compliance with Commissioner of Education Regulation 155.17. The District Safety Team should meet regularly throughout the year to conduct the following business:

1. Assess and review the District-wide Safety and Emergency Management Plan annually.
2. Make any necessary recommendations regarding emergency operations, planning, procedures, and/or protocols.
3. Conduct training sessions as necessary.
4. Meet with, oversee, and help guide the Building-level Emergency Response Teams at each school as necessary.
5. Meet as needed with the District's Emergency Management Consultant to review protocols and procedures as well as receive training and instruction.
6. Meet with local government and emergency service organization officials to develop procedures for obtaining guidance and for emergency situations that exceed the expertise and/or resources of the District. These procedures may then be incorporated into the District's Emergency Management Plan.
7. Conduct all other business as deemed necessary.

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<sup>16</sup> 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, bus drivers and monitors, school safety personnel and other school personnel.

## DISTRICT SAFETY TEAM<sup>17</sup>

*Members listed here may be removed from the “additional emergency numbers” table*

TITLE	NAME	OFFICE PHONE
Interim Superintendent of Schools	Joe McGrath	845-878-2094 x201
Asst. Superintendent for Instruction	Lauren Santabarbara	845-878-2094 x241
Asst. Superintendent for Business	John Fink	845-878-2094 x215
Asst. Superintendent for Pupil Personnel	Dr. Elizabeth Kennedy	845-878-2094 x242
Director of Instructional Technology and CIO	Dan Svarczkopf	845-878-2094 x237
Director of Food Services	Patrick Rodia	845-878-2094 x255
Director of Facilities	Alberto Venezia	845-878-2094 x251
Supervisor of Transportation	Mike Klenotiz	845-225-3200 x330
Parent Representative	Harold Cargain	
SRO – George Fischer Middle School	Charlie Johnson	845-228-2300 x549
SRO – Carmel High School	Mike Varley	845-225-8441 x600
Information Officer	Deb West	845-878-2094 x208
Nurse	Carol Burns	845-228-2300 x514

<sup>17</sup> 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, parent organizations, bus drivers and monitors, school safety personnel and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.



Altaris Consulting Group	John LaPlaca	866-960-8739 x703
Assistant Principal - CHS	John Fratto	845-225-8441 x410
Teacher - CHS	Matt Murphy	845-225-8441
Assistant Principal - GFMS	Allie Golan	845-228-2300 x522
Teacher - KES	Brad Schalkham	845-225-5029
Social Worker – Kent Elementary School	Kirsten Carillo	845-225-5029
Principal – Kent Primary School	Dan Brown	845-225-5025 x340
Teacher – Kent Primary School	Julie Ann Burton	845-225-5025
Teacher – Matthew Paterson Elementary School	Lisa Palmeri	845-878-3211
Social Worker – Matthew Paterson Elementary School	Dana Russo	845-878-3211
Board of Education	John Curzio	
Board of Education	Jason Paraskeva	
Bus Driver	TBA	
Bus Monitor	TBA	
Confidential Secretary – District Office	Debbie McIntyre	845-878-2094 x215

## CONCEPTS OF OPERATION

1. The District-wide School Safety and Emergency Management Plan will be directly linked to individual Building-level Emergency Response Plans for each school. Protocols developed in the District-wide School Safety and Emergency Management Plan will guide the development and implementation of Building-level Emergency Response Plans.
2. All District building plans have been standardized to the extent possible so that leadership decisions are consistent and leaders may be interchangeable as necessary. The training and expectations set at the district level are applicable to all building team members.
3. In the event of an emergency or violent incident, the initial response at an individual school will be by the Building Emergency Response Team.
4. Once the Superintendent and/or their designee are notified, the District Emergency Response Team may be mobilized to respond, and when appropriate, local emergency officials will be notified. All will follow the emergency management protocols and practices outlined in the National Incident Management System (NIMS) and will practice Incident Command System (ICS) techniques to better manage these events.

## PLAN REVIEW & PUBLIC COMMENT

1. The District-wide Safety and Emergency Management Plan shall be monitored and maintained by the District Safety Team. The District Safety Team shall review the plan annually before making it available for a 30-day comment period, a public hearing, and, finally, adoption by the Board of Education before September 1st of each year.<sup>18</sup>
2. On June 23, 2022, Governor Hochul signed Alyssa's Law, Chapter 227 of the Laws of 2022 (Chapter 227) which became effective immediately. Chapter 227 amends Education Law Section 2801-a to require that district-wide school safety teams of public schools, boards of cooperative educational services, and county vocational education extension boards consider the usefulness of silent panic alarm systems when reviewing and amending district-wide safety plans. The District has plans to include panic buttons in all buildings and in all classrooms through the voter approved VoIP project which will begin in the summer of 2023.
3. Building-level Emergency Response Plans shall be confidential and not 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.
4. Full copies of the District-wide Safety and Emergency Management Plan and any amendments will be submitted to the New York State Education Department on or before September 1st of each year or within 30 days of adoption.

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<sup>18</sup> 155.17(a) Every board of education of a school district, every board of cooperative educational services and county vocational education and extension board and the chancellor of the City School District of the City of New York shall adopt by July 1, 2001, and shall update by July 1st for the 2002-2003 through the 2015-2016 school years and by September 1st for the 2016-2017 school year and each subsequent September 1st thereafter.



5. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(3).<sup>19</sup> This plan will be made available for public comment at least 30 days prior to its adoption.
6. The District-wide School Safety Team sends an email annually notifying parents, age-appropriate students, and staff that the District Safety Plan draft has been posted on the District website. Comments and concerns can be submitted via email to John Fink, Assistant Superintendent for Business, at [jfink@carmelschools.org](mailto:jfink@carmelschools.org). Following the 30-day comment period, a required public hearing will be held.
7. Building-level Emergency Response Plans will be supplied to the New York State Police, County Police and all local police departments covering the District, by October 15<sup>th</sup> of each year or within 30 days of adoption.<sup>20</sup>

## SECTION II RISK REDUCTION/PREVENTION AND INTERVENTION

### PREVENTION AND INTERVENTION STRATEGIES<sup>21</sup>

The District utilizes a variety of intervention strategies to reduce risk and prevent critical incidents.

1. The District utilizes trained multidisciplinary Threat Assessment Teams at each building to evaluate threats and implement the appropriate mitigation strategies. The District provides support and record keeping for the activities of each team.
2. Any utilized school safety officers and other security personnel are trained annually with the assistance of one or more of the following collaborative relationships:
  - Emergency Responders
  - Regional BOCES
  - District Consultants
3. Training for school staff working in an incident control capacity may include:
  - Individual and group de-escalation techniques

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<sup>19</sup> 155.17(c)(3) Each board of education, chancellor or other governing body shall make each district-wide safety plan available for public comment at least 30 days prior to its adoption. Such district-wide 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. Each district shall file a copy of its district-wide safety plan with the commissioner and all amendments to such plan shall be filed with the commissioner no later than 30 days after their adoption.

<sup>20</sup> Each board of education, chancellor or other governing body or officer shall ensure that a copy of each building-level emergency response plan and any amendments thereto, is filed with the appropriate local law enforcement agency and with the State Police within 30 days of its adoption, but no later than October 15, 2016 and each subsequent October 15th thereafter. Building-level emergency response plans shall be confidential and shall not be subject to disclosure under article six of the Public Officers Law or any other provision of law.

<sup>21</sup> 155.17(c)(1)(iii) appropriate prevention and intervention strategies, such as: (a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited; (b) nonviolent conflict resolution training programs; (c) peer mediation programs and youth courts; and (d) extended day and other school safety programs

- Non-violent conflict resolution skills
4. The District may provide de-escalation techniques and nonviolent conflict resolution training to other staff annually. Each building has some staff trained in nonviolent conflict resolution.
  5. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
  6. Procedures relating to building security including utilization of staff and security equipment are as follows:<sup>22</sup>
    1. All authorized staff members are expected to carry their classroom/office keys/swipe cards at all times.
    2. All staff members are expected to wear District-issued photo identification badges.
    3. After the designated start time of the school day, each school will be appropriately secured.
    4. All visitors must report to each building's designated single point of entry and sign in before proceeding further into the building.
    5. All contractors assigned to work in any building must first be authorized by the Facilities Department to receive an identification badge, which must be visible at all times when workers are on school property. All deliverables and delivery personnel must first be authorized by the Facilities Department, prior to delivery. An exception for regular food service deliveries may be made after the vendor has been authorized for the school year.
    6. The District has executed Memorandums of Understanding (MOU) with Security Providers as required by NYS Regulation<sup>23</sup>.
  7. Extended day and other school safety programs - The district school buildings and facilities provide a valuable resource to our students and community after the conclusion of the school day. The following are strategies utilized during after-school hours:
    1. To the degree possible, access to areas of the school building is limited to only those needed for activities.
    2. Some buildings may use a modified point of entry.

The District continually investigates other security measures and conducts staff development training to ensure schools are as safe as possible. Security measures include:

- a. Security personnel
- b. Surveillance cameras
- c. Door-lock (buzzer) entry systems
- d. Portable Radios

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<sup>22</sup> 155.17(c)(1)(xi) policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;

<sup>23</sup> 155.17(c)(1)(xvi)(a) Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan; and



- e. Alarm Systems
- f. Keypad or swipe entry systems
- g. Single or limited points of entry

#### IMPROVING COMMUNICATION WITH STUDENTS

Each of the schools within the district provides a wealth of school safety-related initiatives. These programs may include peer mediation, bullying prevention, conflict resolution, social skills development, managing emotions and components of character education. Students are involved in a wide variety of safety activities through both their classes as well as through work with school counselors, social workers, and school psychologists. By October 1st of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.<sup>24</sup>

Each building has established a mechanism for the anonymous reporting of school violence and harassment and has communicated this to students and parents.<sup>25</sup>

The school district's Code of Conduct is accessible to parents and students and reviewed with all students in the beginning of the school year. During the review with students, bullying, discrimination, harassment and violations of the Code of Conduct, along with consequences are discussed.

All staff members are trained in recognizing and effectively dealing with these behaviors, as outlined in the Code of Conduct.

In addition, each school has a wide range of programs and supports that impact school safety. These may include offering a variety of clubs, classroom lessons, small group lessons and/or individual counseling sessions, school-wide meetings, morning meetings in classrooms, assemblies, mindfulness rooms, yoga and movement breaks, and a variety of wellness opportunities.

#### REPORTING THREATS OR ACTS OF VIOLENCE

Students, staff, parents and others are informed annually about the importance of reporting threats or acts of violence and the procedures of reporting.

The District has developed a system for reporting threats and actual acts of violence. The procedure for reporting is as follows:

- Students are instructed to report threats and acts of violence to staff members.
- Each school has designated a reporting process, which can be done anonymously.

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<sup>24</sup> 155.17(g) By October 1 of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.

<sup>25</sup> 155.17(c)(1)(xvi) strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;

- Staff members are required to report all student referrals to the administration for investigation.
- Staff training programs meet S.A.V.E. requirements. Instruction on issues of school safety is provided to all employees each year.

## TRAINING, DRILLS AND EXERCISES

### Drills and Exercises:<sup>26</sup>

The District will conduct emergency management drills and exercises annually including, but not limited to:

**EVACUATION AND LOCKDOWN DRILLS.**<sup>27</sup> Evacuation and lockdown drills will be conducted during school days in each school within the District with staff and students twelve (12) times annually (September – June). The first eight (8) drills are conducted prior to December 31st of each school year. Eight of all such drills shall be evacuation drills. Four of all such required drills shall be lockdown drills. Prior to the first annual drill, staff shall review emergency response procedures and drill requirements with students during class time. Students are also provided the opportunity to ask questions on any procedure that they are not clear on. The appropriate Fire Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding effective building evacuation in the event of a fire. Four of the required drills must be through use of the fire escapes on buildings *where fire escapes are present* or through the use of identified secondary means of egress.<sup>28</sup> The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the lockdowns drills and offer feedback regarding the effectiveness of these drills. Drills shall be conducted at different times of the school day with at least one of the eight required evacuation drills occurring during a mass gathering event such as lunch or assemblies. Instruction in drill procedures, including during lunch periods and assemblies, is conducted annually by staff.<sup>29</sup> At least two additional drills must be held during summer school in buildings where summer school is conducted, one must be held during the first week of summer school.<sup>30</sup>

Prior to the commencement of each school year, the Building-Level Emergency Response Team shall conduct an inventory of any special needs students. Appropriate accommodations for the school year will be incorporated into each Building-Level Emergency Response Plan.

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<sup>26</sup> 155.17(c)(1)(xiv) procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;

<sup>27</sup> EL §807.1 eight evacuation drills and four lock-down drills each year, eight of the required drills must be completed by December 31 each school year

<sup>28</sup> EL §807.1 four of the required drills must be through use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress

<sup>29</sup> EL §807.1 Pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period or assembly

<sup>30</sup> EL §807.1-a at least two additional drills must be held during summer school in buildings where summer school is conducted, one must be held during the first week of summer school.



**EARLY DISMISSAL DRILL<sup>31</sup>:** The District will conduct an Early Dismissal drill annually wherein students are dismissed no more than 15 minutes before the normal dismissal time. Parents will be notified of these drills at least one week prior. Transportation Officials and District staff may also take place in conducting and evaluation of this drill. This drill also allows the District to test the usefulness of the communications and transportation system during emergencies.<sup>32</sup>

**SHELTER-IN-PLACE AND/OR LOCKOUT DRILLS:** While not required, each school in the District may conduct Shelter-in-Place and/or Lockout drills in addition to those drills required by New York State regulation. The appropriate Police Department may, upon mutual agreement with the District, participate in some or all of the drills and offer feedback regarding the effectiveness of these drills.

In addition to post-drill debriefings conducted by each building-level emergency response team, each building will complete a drill evaluation form that will be submitted to the district-wide safety team for periodic review, which includes observations from the drill as well as any additional feedback obtained from building personnel. Changes to procedures are made as needed. The district-wide safety team should evaluate communications and transportation systems during emergencies.<sup>33</sup>

Each Building-level Emergency Response Team and representatives of the District administration engage in tabletop exercises facilitated by the district's emergency management consultant. Emergency response agencies are encouraged to participate in these exercises. The district may opt to conduct functional exercises with emergency response agencies to involve staff, students and parents in realistic drills.

Prior to the first drill of each school year, the superintendent and chief school administrator have provided written information to all students and staff about emergency procedures.

A summary of drill procedures are detailed in each of the Building-Level Emergency Response Plans.

#### **STAFF DEVELOPMENT TRAINING:**

All general staff will receive training on District-wide procedures as well as specific procedures contained within their respective building-level emergency response plan. This training shall occur prior to September 15<sup>th</sup> of each school year or within 30 days of joining the district. This training will be conducted at a staff development day in August, online or a combination of both.<sup>34</sup>

The District will provide advanced training for each Building-level Emergency Response Team (BERT) and District-wide Safety Team annually. The training will include practices and procedures to educate, evaluate, update and review all Emergency management protocols and procedures the teams perform

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<sup>31</sup> 155.17(h) Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.

<sup>32</sup> 155.17(h)(2) Such drills shall test the usefulness of the communications and transportation system during emergencies.

<sup>33</sup> 155.17(h)(2) Such drills shall test the usefulness of the communications and transportation system during emergencies.

<sup>34</sup> 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;

including, but not limited to Lockdown, Lockout, Evacuation, Shelter-In-Place, Hold-in-Place and Early Dismissal. The District may involve local emergency responders to participate in this training.

Additional training includes but is not limited to:

- De-escalation training
- Warning signals for violence and mental health concerns
- Non-violent conflict resolution
- Student School Emergency Response Procedures Training

#### PROACTIVE BUILDING SECURITY MEASURES

1. The District buildings use limited points of entry. All doors are locked. Signs are in place directing visitors to sign-in at the reception desk at each school. Main doors are controlled by remote “buzzer” entry during normal school hours.
2. All schools have greeters or office staff members just inside the entrance to each school in the District. These individuals ensure visitor sign-in procedures and help supervise building traffic flow. The building principals are responsible for supervision of the greeters and other staff.
3. Staff members are required to wear visible identification badges.
4. Visitors are required to sign in and wear visitor identification.
5. Visitor access is limited to specific areas of the school building.

#### VITAL EDUCATIONAL INFORMATION<sup>35</sup>

Information on each building’s student and staff, transportation needs, and the telephone numbers of key officials are outlined in each Building-level Emergency Response Plan. The purpose of including such information in the Building-level plan is to ensure coordination or coverage in the event of a serious incident.

#### EARLY DETECTION OF POTENTIALLY DANGEROUS BEHAVIOR<sup>36</sup>

This section contains the District policy and procedure for disseminating information regarding early detection of potentially dangerous behavior.

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<sup>35</sup> 155.17(h)(i) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

<sup>36</sup> 155.17(c)(1)(xii) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, persons in parental relations to students of the school district or board, students and other persons deemed appropriate to receive such information;



1. A “plain language” summary of the District’s Code of Conduct is provided to all students in the District at the start of every school year to ensure that all students understand acceptable behavior in the school setting. The Code of Conduct delineates, among other behavior, lack of tolerance for harassment, discrimination, bullying and violence.
2. A “plain language” summary of the District’s Code of Conduct is mailed or emailed to all parents/guardians of students in the District at the start of each school year, and is disseminated at the time of registration thereafter.
3. All new employees will be provided with a copy of the Code of Conduct at the time of hire. All teachers and other staff members will be provided with a copy of the Code of Conduct annually.
4. Efforts are made on the building level in each of the District’s schools to identify, prevent, and resolve potentially dangerous behavior at the earliest possible stage. Teams meet regularly in each building in order to work with classroom staff in identifying and preventing potentially dangerous behavior. School counselors, school psychologists, school social workers, nurses, outside agencies (when appropriate), administrators, teachers, parents/guardians and students may be involved in this process.
5. Secondary health curricula incorporate information regarding emotional health, the impact of drugs and alcohol on an individual’s behavior, and on responsible decision-making.
6. Each of the District’s school psychologists/social workers may facilitate counseling groups for identified students around issues related to poor social skills development, managing emotions, and good decision-making.
7. Certified and noncertified staff members working with students who have been identified by the Committee on Special Education as being at-risk for engaging in violent behaviors receive annual training in crisis prevention and intervention.
8. The District may work in collaboration with building-level and District-wide PTAs to offer parents/guardians information regarding early-warning signs of potentially dangerous and/or violent behavior, as well as a forum to discuss specific parental concerns.

#### Police Agencies

The District buildings fall within the jurisdiction of the following police departments:

<u>Agency</u>	<u>Phone Number</u>
Putnam County Sheriff’s Office	845-225-4300
Carmel Police Department	845-628-1300
Kent Police Department	845-225-4600
New York State Police	914-769-2600

## HAZARD IDENTIFICATION

### Identification of Potentially Dangerous or Hazardous Sites:

Each school will identify and locate areas of potential emergencies in and around its building. The Director of Facilities and building custodians will locate these sites.

1. These sites are to include electrical, gas, heating, ventilation, water supply and sewage systems locations and shut-off valves. Local fire department personnel have and will continue to participate in these efforts.
2. These sites of potential emergencies will be listed in each Building-level Emergency Response Plan supplied to police, fire, emergency management services, and District personnel.
3. Potentially dangerous sites indicated below that are contained within school property and under the jurisdiction of the school district, will be checked regularly and inspected by building safety personnel on a regular schedule, at least annually. They include but are not limited to:
  - Electrical panels/shut-offs
  - Gas lines/shut-off
  - Gas appliances
  - Heating plant
  - Sewage system
  - Structural failure
  - HVAC
  - Water supply/shut-off
  - Chemical storage and cleaning supplies
  - Paper supply storage
  - Industrial arts room
  - Science rooms and labs
  - Isolated areas near the school
  - Nearby aqueduct, streams, ponds, rivers (flooding)
  - Steep areas near school
  - Unprotected exterior gas/electric, air conditioning supplies or equipment
  - Playground equipment

## SCHOOL SAFETY PERSONNEL ALLOCATIONS, HIRING, DUTIES, AND TRAINING<sup>37</sup>

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<sup>37</sup> 155.17(c)(1)(xvii) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;

## SCHOOL RESOURCE OFFICERS

This plan includes contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda are consistent with the Code of Conduct, and define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline is delegated to school administration.

## SECURITY ALLOCATIONS

- A. At the elementary and middle school level, there is a single point of entry for visitors at each building and visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced identification badges which must be worn at all times. Staff is trained to report to the main office any person they observe who is not wearing a badge.
- B. At the high school level, there are two entry points for visitors, which is staffed during normal school hours by one of several staff members or safety personnel assigned to the High School. Visitors to the school must be buzzed into the building, sign in and receive an identification badge issued by a safety greeter. Staff in the building all wear district-produced identification badges, which must be worn at all times. In addition, safety personnel are assigned to areas throughout the building.

## Hiring

The interviewing and hiring of safety personnel follows the district's practices for hiring of new staff. All new staff employed by the District must be fingerprinted in order to be employed.

## Duties and Training

### Greeters

- buildings are staffed by employees during regular school hours
- primarily responsible for enforcement of the visitor protocols
- perform perimeter patrols
- detection of hazards
- deter and report unlawful activity
- provide escorts for parents and students when needed
- members of building-level emergency response teams

### Secondary School Monitors

- staffed at select elementary, middle school and high school
- actively monitor the building and support the staff with student safety and traffic
- provide student supervision
- check that school procedures are being adhered to
- guide the arrival and dismissal processes



### **School Security Monitors**

- staffed during regular school hours as well as for special events in the evening and on weekends
- enforce our visitor policy as well as actively monitor the building and support the staff with student safety and traffic

### **Required training includes:**

- School violence prevention and intervention training
- Site-specific training including review of all manuals (e.g., school district policies, Code of Conduct, District-wide School Safety Plan, School Handbook, etc).
- Right-to-know training
- Blood borne pathogen training

## **SECTION III    RESPONSE**

### **NOTIFICATION AND ACTIVATION - INTERNAL AND EXTERNAL COMMUNICATIONS**

#### **Internal**

After receiving the information from the Incident Commander at the scene, an email will be sent from the Superintendent's office to all administrators and administrative offices alerting them to the nature and status of any incident in the district. The mass communication system may be used to provide information as deemed appropriate by the Incident Commander. Portable radios will also be used when possible.

#### **External**

Anyone with knowledge of an emergency event is encouraged to immediately call 911.

The District's mass communication system will be used to provide information to parents/guardians and emergency contacts. The District website may also be used to provide updated information throughout an incident as deemed appropriate by the Incident Commander. Schools may also use their websites, groups, and hotlines for announcements or updates as directed by the Incident Commander.

When an emergency requires notification of parents and students, the Superintendent or his designee will provide updated information to parents and students through the emergency notification system. Additional information may also be found on the District's website: <https://www.carmelschools.org/>.

During an emergency, all contact with the media will be handled either by the Superintendent or their designee. The media and public will be informed and updated as soon as practicable on all developments in statements released by the Superintendent or their designee. Students, staff and parents should refer all questions and requests for information to the Superintendent in order to assure the release of factual



and current information. The Superintendent may refer such requests to the Public Information Officer for response.

By definition, emergency events are unforeseen and unpredictable. The safety of students and staff is the primary focus of all activities surrounding an emergency event. Every effort will be made to contact parents and the general public once the situation has stabilized.

## SITUATIONAL RESPONSES

### MULTI-HAZARD RESPONSE

In the event of an emergency, a Command Center will be set up at a safe location in collaboration with emergency responders. Each building has specific plans for dealing with a wide range of hazards. Specific response procedures are sensitive in nature and therefore are contained within each confidential building-level emergency response plan.

In each emergency, the building's administrator will contact the District office for assistance. The District office will provide support as appropriate and deemed necessary by the Incident Commander on the scene (i.e. sending additional mental health resources). The Superintendent or their designee will be the sole contact person for releasing information to the media and for communicating the status of the emergency with other District schools, out-of-district schools, private schools, and outside agencies.<sup>38</sup>

## RESPONSE PROTOCOLS

Written information on emergency response procedures is disseminated to parents, age-appropriate students and staff via email by October 1st annually. This non-sensitive information may also be found on the district website.

### SCHOOL CANCELLATION

- The Superintendent or their designee will monitor any situation that may warrant a school cancellation and will make the determination to do so.
- The Public Information Officer will activate use of the District's mass communication system.
- The Public Information Officer will contact local media, post the information on the website and social media sites utilized by the District.

### EARLY DISMISSAL

- The Superintendent or their designee will monitor any situation that may warrant an early dismissal and will make the determination to do so.
- The Operations Chief will designate people to arrange transportation for students.
- The Public Information Officer will activate use of the District's mass communication system.
- The Public Information Officer will contact local media, post the information on the website and social media sites utilized by the District.
- The Liaison Officer will notify each of the building principals.

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<sup>38</sup> 155.17(c)(1)(xviii) in the case of a school district, except in a school district in a city having more than one million inhabitants, a system for informing all educational agencies within such school district of a disaster;

## EVACUATION

- The Superintendent or their designee will determine the level of the threat.
- The Operations Chief will contact the transportation supervisor to arrange transportation. They will also arrange for student-parent reunification.
- The Safety Officer will clear all evacuation routes and sites prior to evacuation
- Principal(s) will evacuate all staff and students to prearranged evacuation sites as outlined in building plans. They will report to the superintendent or their designee any missing staff or students.

## SHELTERING SITES (INTERNAL AND EXTERNAL)

- The Superintendent or their designee will determine the level of the threat and communicate with building principal(s) who are affected by the emergency.
- Principal(s) will move all staff and students to pre-arranged sheltering sites as outlined in building plans. They will report any missing staff or students.
- The Logistics Chief will make appropriate arrangements for human needs in the event of a long-term situation.

## PROTOCOLS FOR RESPONDING TO BOMB THREATS, HOSTAGE-TAKINGS, INTRUDERS, ABDUCTION, AND OTHER EMERGENCY SITUATIONS<sup>39</sup>

The District has procedures and provides training for emergencies. Specific response steps are confidential and contained within each Building-level Emergency Response Plan. Emergencies include but are not limited to the following situations.

- Abduction
- Armed Intruders / Active Shooters
- Bomb Threats
- Cyber Security Annex
- Early or Alternate Emergency Dismissal
- Explosions
- Fires
- Hazardous Material Incident
- Homeland Security Threats
- Hostage Situations
- Infectious Disease
- Severe Weather

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<sup>39</sup> 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;



- Student-Made Threats
- Suicidal Students
- Suspicious Package Protocol
- Suspicious Persons

#### RESPONSES TO IMPLIED OR DIRECT THREATS OF VIOLENCE<sup>40</sup>

1. Students are required to inform school staff about any direct or indirect threat of violence or actual act of violence to themselves, others or school property.
2. Staff members are required to immediately inform the Principal or their designee of any direct or implied threat of violence or actual act of violence by students, teachers, or other school personnel including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which shall include suicide. The Principal or their designee decides whether to utilize the building's trained clinician(s) in an effort to de-escalate or defuse the situation.
3. The district disseminates educational material, including but not limited to emails and formal brochure, encouraging parents and visitors to tell school staff about any direct or implied threat of violence or actual acts of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves.
4. After considering the specificity/generality of the threat or severity of the violent act, the Principal or their designee will determine whether to immediately contact the Superintendent of Schools or the Assistant Superintendent to advise them of the threat, obtain assistance to determine the severity of the threat or report the violent act. The Principal will have the discretion to report minor incidents to the Superintendent verbally and/or in memorandum form after the situation has been resolved.
5. Each building has the availability of a Threat Assessment Team. This is a multi-disciplinary team that uses a nationally recognized evidence-based model to evaluate threats and implement the necessary mitigation steps to help prevent a threat from escalation to an act of violence.
6. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.

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<sup>40</sup> 155.17(c)(1)(i) policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel, including bus drivers and monitors as well as visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;

## RESPONSES TO ACTS OF VIOLENCE<sup>41</sup>

1. The Principal or their designee will determine whether to contact law enforcement personnel. **Threats or actions placing students, staff and others in imminent danger require an immediate LOCKDOWN protocol followed by a call to the police and the District Superintendent (if safe to do so).** Violent offenses defined in the S.A.V.E. regulations will also require the involvement of the police.
2. The Principal, and/or their designee then determine the appropriateness of directing the Building-level Emergency Response Team to be activated.
3. The Building-level Emergency Response Team (BERT) consisting of trained staff and school personnel may assist with an Evacuation, Lockout, Shelter-in-Place, Hold-in-Place, or Early Dismissal and will follow the appropriate protocol (see appendices for further information). The Incident Command System (ICS) under the National Incident Management System (NIMS) should be followed as closely as possible to ensure good coordination between the building-level teams, District leadership, and responding agencies.
4. If the threat of violence or danger is imminent, a Lockdown may be utilized. A Lockdown is time sensitive and therefore may be requested by any school staff member based on the incident and timely need for the Lockdown. During the Lockdown, all school staff, students, and visitors (including all BERT members) are required to Lockdown in the nearest lockable space and await further instruction, or in some situations, evacuate the campus.
5. Procedures for contacting parents, guardians and persons in parental relation to students in the event of a violent incident or early dismissal are detailed in each building-level emergency plan. The use of the District's mass communication system is typically utilized.
6. Aggressively dangerous and violent students, staff or visitors shall be managed as outlined by the procedures detailed in the district Code of Conduct.
7. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measures consistent with the District's Code of Conduct.
8. School administrators must keep records of serious threats and acts of violence and report them annually to the state.
9. Prompt contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established by participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in each Building-Level Emergency Response Plan.<sup>42</sup>

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<sup>41</sup> 155.17(c)(1)(ii) policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors and visitors to the school, including consideration of zero-tolerance policies for school violence;

<sup>42</sup> 155.17(c)(1)(iv) policies and procedureFs for contacting the appropriate law enforcement officials in the event of a violent incident;



## PROTOCOLS FOR A STATE DISASTER EMERGENCY INVOLVING A COMMUNICABLE DISEASE

*The following procedures provide a general overview of the District's response to a State Disaster Emergency and may require modification during an actual event based on a number of factors. The District will follow current guidance from the County Department of Health, State Department of Health and the State Education Department related to masking, distancing, quarantines, and other health-related requirements.*

### BACKGROUND

In September 2020, Governor Cuomo signed legislation that requires all New York State public employers to adopt a plan for operations in the event of a declared state disaster emergency involving a communicable disease. The new legislation will constitute New York State Labor Law [Section 27-c](#), and serve as a response to the effects of the sudden onset of the COVID-19 pandemic in the Spring of 2020. In addition to 27-C, the following section was added to [2801-a of the Education Law](#) that required additions to the District Plan.

*Education Law - 2801-a (m) - protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section twenty-seven-c of the labor law.*

### PROTOCOLS

1. In the event of a state-ordered reduction of the District's in-person workforce, the following is a list of **essential** employees.

Essential Position	Description	
<b>Information Technology</b>	Director Technicians	This group is needed to maintain the internet capability including remote learning and working from home.
<b>Custodial and Maintenance</b>	Director Asst. Director Senior Custodians Custodians Maintenance Mechanics Grounds	This group is needed to maintain the cleanliness and continued functioning of the building & grounds.
<b>Administration</b>	Superintendent & Asst. Superintendents	Required to ensure continuity of the response efforts.
<b>Building Administration &amp; Clerical Support</b>	Building Administrators & Clerical Support *	Required to ensure continuity of the response efforts.

<b>Faculty and Staff</b>	Teacher/Related Service Provider	Should it become necessary to meet a student's needs under IDEA and/or Section 504 regulation (FAPE), teachers/related service providers may be deemed essential on an as-needed basis.
<b>Security</b>	Security Coordinator & Security Assistants	To ensure the safety/security of the campuses.
<b>Transportation</b>	Director of Transportation, Support Staff & Transportation Contractor	To transport food to students who receive home meals and/or to transport students in the event they are attending in person instruction
<b>Food Service</b>	Food Service Director & Food Service Workers	To prepare and distribute meals to students.
<b>Health Services</b>	Director of Health Services and staff as deemed necessary	To assist with testing requirements, reporting and contract tracing.
<b>Business Operations</b>	Accounting, Payroll, Accounts Payroll, Purchasing	Where necessary to ensure the continued operation of the District.

2. In the event of a state-ordered reduction of the District's in-person workforce the District will provide the opportunity for all **non-essential** employees the capability to telecommute 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 phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace. Carmel Central School District Staff will be guided on this as per the **Building Level Emergency Plans**, specifically the **Continuity of Operations and Continuity of Instruction** sections.
3. To the extent possible the District will stagger work shifts of essential employees in order to reduce overcrowding on public transportation systems and at worksites. Staff and students typically walk or drive via personal vehicle to campus. In an effort to reduce overcrowding on public transportation:



- Class schedules, if scheduled to be on site, will be staggered to a morning and afternoon cohort
  - Staff will arrive on campus prior to students at staggered times/work shift or/and staggered assigned days of work
  - If no students are in school staff will continue to have their work shift or assigned days of work staggered.
  - Most employees will be permitted to work remotely.
  - Visitors will not be permitted on campus.
4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:
- Facilities will maintain inventory of PPE as recommended by the NYS Education Department guidelines, and continually restock same as needed.
  - Storage of personal protective equipment will be on campus and comply with the manufacturer's storage recommendations for each item.
  - The equipment will be stored and readily available to any person in need of it.
5. In the event an employee is exposed to a known case of a communicable disease that is the subject of a state disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, and in order to prevent the spread or contraction of such disease in the workplace the District has a set protocol to be followed for the exposure as well as the disinfecting of the affected work area(s). The District's **Building Level Emergency Plan** contains an **Infectious Disease Annex, section 25** which details:
- The disinfecting of any area known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment such employee may have touched
  - Available leave options, for the affected employee(s), in the event of an employee's need to receive testing, treatment, isolation, or quarantine
- Note: Such protocol does not involve any action that would violate any existing federal, state, or local law, including sick leave or health information privacy.*
6. All essential employees will have their hours and work locations documented, including off-site visits, by:
- All entrances will be locked with guard staff posted.
  - All employees will use their access cards for entrance which documents their arrival on the premises.
  - Payroll, attendance, and time cards will further document an employee's presence on campus.
  - No other visitors will be allowed on site.

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

7. If emergency housing is needed to further contain the spread of the communicable disease, the Carmel Central School District will lodge an essential employee at a local hotel bearing the full cost of the stay.

If there is a declared state disaster emergency involving a communicable disease that involves the Carmel Central School District, all staff, essential and non-essential, will be contacted, and they will be guided by the aforementioned protocols.

8. **OTHER:** Any other requirements determined by the Department of Health such as contact tracing, testing, physical distancing, hygiene, disinfecting, drill modifications, or mask-wearing.

#### IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY<sup>43</sup>

District resources are available in each building and stored in a central location. Each building will designate a Command Post. The list, which is not meant to be inclusive, requires the following items:

- Copy of District-Wide School Safety Plan
- Building-level Emergency Plan
- Quick reference Emergency Management Procedures
- List of emergency telephone numbers
- Building floor plans
- Telephones
- Radio communications
- Weather radio
- Flashlights
- Photocopier
- Computer
- Student rosters
- List of individuals with special needs and specific evacuation plans
- Telephone numbers for parents/guardians Information about emergency needs (e.g. students/staff that require medications, vehicular transportation issues, etc.)
- School and staff census information

#### COORDINATION AND SCHOOL DISTRICT RESOURCES AND MANPOWER DURING EMERGENCIES<sup>44</sup>

The District will, as appropriate, utilize all available manpower during an emergency. Within each building, schools may use the Staff All Call response protocol, that quickly summons all available staff members to a staging area for assignments. Coordination of available employees is typically performed

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<sup>43</sup> 155.17(c)(1)(vii) except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;

<sup>44</sup> 155.17(c)(1)(viii) except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;



by the Principal or their designee. Specific job duties will be assigned based on the type of emergency and in compliance with the appropriate district and building emergency response procedure. Additional district resources may be requested by any building administrator or designee as needed. The Superintendent or their designee will call in all available maintenance and custodial staff to provide support during an emergency as needed. Assistance from outside government agencies may also be requested. A specific list of available resources may be found in Appendix 4 of this plan.

## **PARTICIPATING IN UNIFIED COMMAND UNDER ICS PRINCIPLES**

### **ASSIGNMENT OF RESPONSIBILITIES**

A chain of command consistent with the National Interagency Incident Management System (NIMS)/Incident Command System (ICS) will be used in response to an emergency. Members of the School, Emergency Response Team, will be part of this system. In the event of an emergency, the response team will adopt NIMS/ICS principles based on the size, scope, and character of the emergency.

1. All administrators and Building-level Emergency Response Teams members shall complete the incident command training level one.
2. All District Emergency Response Team members shall complete incident command training level one and level two.

### **ICS POSITIONS**

The number of ICS positions filled will be dependent upon the scope of the incident.

- **Incident Commander** – Responsible for the direction of the building response in a building-level emergency (Building Administrator/designee).
- **Public Information Officer** – Compiles and releases information to the news media.
- **Safety Officer** – Monitors the response to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- **Liaison** – Represents the District by working with responding agencies (law enforcement, fire department, EMS, utilities, etc.) and other school districts that may be involved in the incident.
- **Incident Log** – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- **Operations** – responsible for directing the implementation of action plans and strategies for incident resolution.
- **Logistics** – Responsible for providing all resources (personnel, equipment, facilities and services) required for incident resolution.

- **Planning/Intelligence** – Responsible for collecting, evaluating, and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.
- **Administration/Finance** – Responsible for all cost and financial matters related to the incident.

## EMERGENCY REMOTE INSTRUCTION

### OVERVIEW

The District may offer eLearning days to students in the event-of-an-emergency condition, including, but not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of a school building, or a communicable disease outbreak.

When making decisions about remote instruction, the District will consult with students, parents, teachers, administrators, community members, and other stakeholders as appropriate. When implementing remote instruction, the District will ensure that it is complying with applicable teaching and learning requirements.

### DEFINITIONS

- "Asynchronous instruction" means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher.
- "Non-digital and/or audio-based instruction" means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other audio platforms.
- "Remote instruction" means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.
  - Remote instruction will encompass synchronous instruction provided through digital video-based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.
  - Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student's educational needs.
- "Synchronous instruction" means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real time.

### FORMATS AND METHODS OF REMOTE INSTRUCTION

Remote instruction may be delivered through a variety of formats and methods. Determinations about how to best deliver remote instruction will take into account a variety of factors including, but not limited to, the number of students involved, the subject matter, the students' grade levels, and technological resources of both the District and students. Consideration will also be given to whether accommodations need to be made for students with disabilities or English language learners. Each school's Building-level Emergency Response Plan will contain this confidential information in the Continuity of Instruction Plan (COIP) section.

### INSTRUCTIONAL OPTIONS



The District may engage students in synchronous and asynchronous learning on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction. When remote instruction by digital technology is unavailable, appropriate special accommodations for students will be made to aid their learning.

#### COMPUTER AND CONNECTIVITY ACCESS FOR STUDENTS

The District will ensure that students have the necessary equipment at home to participate in eLearning.<sup>45</sup> No later than June 30th of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on student access to computing devices and access to Internet connectivity on a form and format prescribed by the Commissioner.<sup>46</sup> The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in each school's Building-level Emergency Response Plan.

#### MINIMUM INSTRUCTIONAL HOURS

Remote instruction provided on days when the District would have otherwise closed due to an emergency condition may be counted toward the annual hourly requirement for the purpose of state aid. The Superintendent will certify to the New York State Education Department, on a form prescribed by the Commissioner, that an emergency condition existed on a previously scheduled school day and that the District was in session and provided remote instruction on that day and indicate how many instructional hours were provided on that day and certify that remote instruction was provided in accordance with the District's emergency remote instruction plan.

#### REMOTE INSTRUCTION SUPPORT

As necessary, the District will provide instruction on using remote instruction technology and IT support for students, teachers, and families. The District will also work to ensure that teachers and administrators are provided with professional development opportunities related to designing an effective remote instruction experience.

#### COMPLIANCE WITH DISTRICT POLICIES, PROCEDURES, AND THE CODE OF CONDUCT

Teachers and students are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would for in-person instruction. Examples include, but are not limited to, the District's policies and procedures on non-discrimination and anti-harassment, acceptable use, and copyright. Students will also be required to abide by the rules contained within the *Code of Conduct* at all times while engaged in remote instruction. Violations of the *Code of Conduct* and/or engaging in prohibited conduct may result in disciplinary action as warranted.

#### PRIVACY AND SECURITY OF STUDENT AND TEACHER DATA

The District will take measures to protect the personally identifiable information of students and teachers from unauthorized disclosure or access when using remote instruction technologies in compliance with law, regulation, and District policy. Examples of these measures include, but are not limited to, minimizing the amount of data shared to only that which is necessary, de-identifying data, and using encryption or an

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<sup>45</sup> 155.17(xxi)(a) ensure computing devices will be made available to students

<sup>46</sup> 155.17(f)(2) Beginning in the 2022-2023 school year, each chief executive officer shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity

equivalent technical control that renders personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons when transmitted electronically.

## SECTION IV COMMUNICATION WITH OTHERS

### Obtaining assistance during emergencies from emergency service organizations and local government agencies<sup>47</sup>

1. The district continues to work closely with local police, fire, EMS, and governmental agencies to obtain assistance during emergencies. Representatives helped in the development of this plan, have assisted in emergency drills, and provided technical assistance. Providers have given approval to the district to rely on local personnel, resources, and facilities in emergency situations.
2. The district maintains an updated list of local, county, and state agencies and personnel to contact to obtain assistance. The superintendent or their designee will initiate the contact when needed.

### 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<sup>48</sup>

1. The district maintains an updated list of local and county emergency organizations, agencies, and government officials responsible for implementation of Article 2-B of the Executive Law. The superintendent and their designee will initiate the contact when needed.
2. The key officials in local government that can help to develop plans and assist in emergency situations as listed in emergency situations are listed in Appendix 4. Key government agencies are listed below:
  1. Carmel Police Department
  2. Carmel Fire Department
  3. New York State Police
  4. Putnam County Police Department
  5. Carmel Volunteer Ambulance

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<sup>47</sup> 155.17(c)(1)(v) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;

<sup>48</sup> 155.17(c)(1)(vi) except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;



## Contacting Parents, Guardians or Persons in Parental Relation to the Students of the District in the Event of a Violent Incident or an Early Dismissal<sup>49</sup>

In the event of violent incidents or crises, or an early dismissal of students, every effort will be made to notify parents. As soon as practical, the Superintendent or their designee shall activate the emergency notification system that will provide relevant information. Parental notification procedures for a student involved in disciplinary situations shall be consistent with the Code of Conduct and New York State law, and shall be presented clearly and concisely to staff and students each year.

When a student is involved in any violent situation, or an implied or direct threat of violence by such student against themselves, including suicide, parent or guardian shall be contacted as soon as practicable.<sup>50</sup> Administration shall utilize school mental health resources when necessary.

It is the responsibility of all parents and guardians to ensure that emergency contact information for students is always up-to-date and complete.

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<sup>49</sup> 155.17(c)(1)(ix) policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;

<sup>50</sup> 155.17(c)(1)(x) policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;

## SECTION V RECOVERY

### CONTINUITY OF OPERATIONS

This district maintains continuity of operations at both the district and building level to ensure that essential functions continue during an emergency and its immediate aftermath. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of instruction. Specific continuity plans are contained within each Building-level Emergency Response Plan.

### CONTINUITY OF INSTRUCTION

The District offers a suite of online instructional tools that can be used to support remote instruction and communication. General instructional tools for communicating with students include online services including:

- Microsoft Office (Teams, One Drive, email, OneNote)
- ParentSquare

Detailed grade-specific remote instructional procedures are contained within each building-level emergency plan.

*Note: The local public Library online resources are available remotely and can be accessed by students who have a library card.*

### DISTRICT SUPPORT FOR BUILDINGS

When the Chief Emergency Officer is notified that an emergency exists, he/she will respond accordingly.

Members of the District Safety Team will assist as needed either at their respective Building Command Posts or by responding where directed by the Incident Commander(s). The District Safety Team will assign such other personnel as deemed necessary to meet the needs of the situation.

The District Safety Team members will remain at their assigned posts until the Incident Commander(s) has determined that the emergency is over, or it is unsafe, or no longer necessary to remain, or need to relocate.

Should the incident involve a single building, at the discretion of the District Safety Team leader in consultation with that building's administrators and Building Emergency Response Team (BERT), other school buildings may be called to support the Building Emergency Response Team in that building.

Should the incident involve multiple buildings, at the discretion of the District Safety Team leader, in consultation with building administrators, additional mental health support from the County Crisis Team and local area hospitals may be solicited to support the Emergency Response Teams in the affected building(s).



In any case, a “debriefing”, or post-incident analysis, will be facilitated by the District Safety Team. This process will include a review of the actual incident, the Team’s response to the incident, and post-traumatic incident debriefing.

District clinicians (or, mental health professionals from outside agencies if they have been involved) will provide ongoing as-needed support to the Team members, and will monitor post-traumatic stress symptoms in team members. As appropriate, team members may be provided with a referral to EAP and/or with information regarding private mental health providers in the area.

Principal(s) are expected to consult with the District Public Information Officer in composing letters to parents following any emergency. The District’s Public Information Officer will assist in sending mass communication messages to affected groups. The District’s Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary services following any emergency.

#### DISASTER MENTAL HEALTH SERVICES

The District Liaison Officer will communicate with outside agencies, such as the County Health Department, to provide necessary mental health services following any emergency. District mental health providers may be temporarily reassigned to assist in the recovery process.

## APPENDIX 1 - LISTING OF SCHOOL BUILDINGS

### District Office

81 South Street  
Patterson, NY 12563  
Phone: 845-878-2094

### Carmel High School

30 Fair Street  
Carmel, NY 10512  
Phone: 845-225-8441

### George Fischer Middle School

281 Fair Street  
Carmel, NY 10512  
Phone: 845-228-2300

### Matthew Paterson Elementary School

100 South Street  
Patterson, NY 12563  
Phone: 845-878-3211

### Kent Elementary School

1091 Route 52  
Carmel, NY 10512  
Phone: 845-225-5029

### Kent Primary School

1065 Route 52  
Carmel, NY 10512  
Phone: 845-225-5025



## APPENDIX 2 – BUILDING-LEVEL EMERGENCY RESPONSE PLANS

Due to the sensitive safety and security information contained in each Building-level Emergency Response Plan, these plans are confidential and not available for public dissemination. Copies of plans are maintained at each school building and the District office.

### APPENDIX 3 – MEMORANDA OF UNDERSTANDING

Any applicable Memoranda of Understanding relevant to implementation of the District-wide and Building-level Emergency Response Plans are on file in the district office.





## APPENDIX 4 – DISTRICT RESOURCES – CONTACT INFORMATION

TITLE	NAME	OFFICE PHONE
Interim Superintendent of Schools/Emergency Coordinator	Joe McGrath	845-878-2094 x201
Asst. Superintendent for Business	John Fink	845-878-2094 x215
Asst. Superintendent, Personnel & Admin.	Dr. Elizabeth Kenendy	845-878-2094 x246
Asst. Superintendent for Curriculum	Lauren Santabarbara	845-878-2094 x241
Transportation Supervisor	Michael Klenotiz	845-225-3200 x330
District Clerk	Joanne Stevens	845-878-2094 x201
Public Information Specialist	Deb West	845-878-2094 x208
Director of Facilities	Alberto Venezia	845-878-2094 x251
Athletic Director	Chris Salumn	845-225-8441 x460
Director of Food Services	Patrick Rodia	845-878-2094 x254
Carmel Fire Department	Chief Robert L. Lipton	845-225-5100
Ambulance - Carmel Volunteer Ambulance	Captain David Jacobsen	845-225-7000 ext. 11
<b>Putnam County</b>		
County Executive	Kevin Byrne	845-808-1001
Emergency Management	Robert Lipton	845-808-4000
Public Safety Commissioner	Kevin McConville	845-225-4300
County Health Dept.	Dr. Michael J. Nesheiwat	845-808-1390
Red Cross Emergency Services	845-878-7265	



## APPENDIX 5 – SECTION 155.17 REGULATION COMPLIANCE REFERENCE

- **155.17(b)(14)** District-wide school safety team means a district-wide team appointed by the board of education, the chancellor in the case of New York City, or other governing board. . The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel, school bus drivers and monitors, and other school personnel. At the discretion of the board of education, or the chancellor in the case of the City of New York, a student may be allowed to participate on the safety team, provided however, that no portion of a confidential building-level emergency response plan shall be shared with such student nor shall such student be present where details of a confidential building-level emergency response plan or confidential portions of a district-wide emergency response strategy are discussed.
- **155.17(c)(1)(i)** policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves, which for the purposes of this subdivision shall include suicide;
- **155.17(c)(1)(iii)** appropriate prevention and intervention strategies, such as: (a) collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited; (b) nonviolent conflict resolution training programs; (c) peer mediation programs and youth courts; and (d) extended day and other school safety programs;
- **155.17(c)(1)(iv)** policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;
- **155.17(c)(1)(v)** except in a school district in a city having a population of more than one million inhabitants, a description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;
- **155.17(c)(1)(vi)** except in a school district in a city having a population of more than one million inhabitants, the 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;
- **155.17(c)(1)(vii)** except in a school district in a city having a population of more than one million inhabitants, the identification of district resources which may be available for use during an emergency;
- **155.17(c)(1)(viii)** except in a school district in a city having a population of more than one million inhabitants, a description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;
- **155.17(c)(1)(ix)** policies and procedures for contacting parents, guardians or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal;
- **155.17(c)(1)(x)** policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide;
- **155.17(c)(1)(xi)** policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;



- 155.17(c)(1)(xii) policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information;
- 155.17(c)(1)(xiii) policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner;
- 155.17(c)(1)(xiv) procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;
- 155.17(c)(1)(xv) the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- 155.17(c)(1)(xvi) strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence;
- 155.17(c)(1)(xvii) a description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;
- 155.17(1)(c)(xix) the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: (a) coordination of the communication between school staff, law enforcement, and other first responders; (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; (c) ensure staff understanding of the district-wide school safety plan; (d) ensure the completion and yearly update of building-level emergency response plans for each school building; (e) assist in the selection of security related technology and development of procedures for the use of such technology; (f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan; (g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and (h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- 155.17(c)(2)(h) Fire and emergency drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its building-level emergency response plans, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.
- 155.17(h)(i) Except in a school district in a city having a population of more than one million inhabitants, the chief executive officer of each educational agency located within a public



school district shall provide to the superintendent of schools information about school population, number of staff, transportation needs and the business and home telephone numbers of key officials of such educational agencies.

## APPENDIX 6 – EMERGENCY REMOTE INSTRUCTION PLAN

*This appendix addresses the 2022-2023 amendments of Sections 100.1, 155.17, and 175.5 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery under Emergency Conditions, and the amendments of Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery Under Emergency Conditions and Length of School Day for Approved School-Age and Preschool Programs Serving Students with Disabilities*

### **INTRODUCTION**

The Carmel Central School District developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District-Wide School Safety Plan. Additionally, the plan adheres to Board of Education policies.

### **BACKGROUND INFORMATION**

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, **but are not required to**, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.

NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.



The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022.

Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

### **REMOTE INSTRUCTION**

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the Superintendent of Schools. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

### **UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES**

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day ([NYSED Part 175.5](#)).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing,

synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

#### **ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS/DEVICES)**

The Carmel Central School District shall survey families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in District databases. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student's place(s) of residence. The chief executive officer (School Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

District policy and procedures are followed to ensure computing devices are made available to students or other means by which students will participate in synchronous instruction.

#### **CARMEL CENTRAL SCHOOL DISTRICT EMERGENCY CLOSURE REMOTE LEARNING PLAN**

<b>POLICIES</b>	The plan adheres to guidance set forth in Board of Education policies.
<b>INTERNET AND DIGITAL DEVICE ACCESS</b>	<p>The school district provides all students in grades K-12 access to a personal computing device. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction.</p> <p>The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home.</p> <p>All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.</p>
<b>PEDAGOGY</b>	All teachers in grades K-12 will use Teams or Zoom as their primary instructional platform.



	<p>Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach <b>may include a combination of:</b></p> <p><b><u>Synchronous “Live” Instruction</u></b> - Using Teams or Zoom along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model.</p> <p><i>Teachers will make personal connections with all students during scheduled class times via Teams or Zoom. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</i></p> <p><b><u>Asynchronous “Flipped” Instruction</u></b> - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion (i.e. “Flipped Classroom”). These activities may include teacher/student synchronous interactions for a portion of the lesson.</p> <p><b><u>Authentic Independent Instruction</u></b> - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.</p>
<p><b>STUDENT EXPECTATIONS</b></p>	<p>All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.</p> <ul style="list-style-type: none"> <li>• All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Teams or Zoom: <ul style="list-style-type: none"> <li>○ Mute yourself on meets as directed by your teacher</li> <li>○ <b>Cameras are to be kept on during classroom meets</b> unless directed specifically by your teacher to do otherwise.</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable.</li> <li>Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms.</li> </ul> <p>If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.</p>
<b>DAILY SCHEDULE</b>	The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters.
<b>COMMUNICATION PROTOCOL: INTERVENTION</b>	Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.
<b>SPECIAL SERVICES</b>	School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages districts to apply a "lens of reasonableness" to their approach.
<b>NON- INSTRUCTIONAL SERVICES</b> <ul style="list-style-type: none"> <li><b>TRANSPORTATION</b></li> <li><b>FOOD SERVICE</b></li> <li><b>MAINTENANCE</b></li> <li><b>CUSTODIAL</b></li> <li><b>CLERICAL/ ADMINISTRATIVE SUPPORT</b></li> </ul>	When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.

#### NYSED Plan Requirements

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction;
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity;
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and
6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.

### **INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS**

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the District Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement.

### **TRANSPORTATION**

When a school district is in remote session, pupil transportation must be provided to students attending religious and independent schools, charter schools or students whose individualized education program (IEP) have placed them out of district. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation for students attending school outside of the district. Decisions not to transport need to be based on real-time information relevant to the safety of students, staff and vehicles. School districts and religious and independent schools, charter schools and other programs are encouraged to work



together to ensure continuity of education while ensuring that transportation can be provided in a safe and efficient manner.

## **REPORTING**

### **IMMEDIATELY**

Whenever a school building must close to instruction due to the activation of its District-wide School Safety Plan or Building-level Emergency Response Plan, a *Report of School Closure* must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a *Report of School Closure* must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding *Report of School Re-Opening*, via the NYSED Report of School Re-Opening portal.

The *Report of School Closure* is intended to provide immediate notification to the Commissioner regarding an emergency closure. The *Report of School Re-Opening* notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a *Report of School Closure* for routine snow days.

### **ANNUALLY BY JUNE 30<sup>TH</sup>**

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30<sup>th</sup>.

### **END OF THE SCHOOL YEAR**

The school district shall report Emergency Remote Instruction through the State Aid Management System at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time NYSED's *Form A* is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and



- Beginning with the 2023- 2024 school year, that remote instruction was provided in accordance with the district’s Emergency Remote Instruction Plan.

### **BOARD OF EDUCATION APPROVAL**

As part of the District-wide School Safety Plan, the school district’s Board of Education shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.

### **SUPPORT FOR STUDENTS WITH DISABILITIES DURING EMERGENCY CLOSING VIRTUAL INSTRUCTION**

School districts are required to implement supports, services and accommodations, as indicated in students’ IEPs or 504 Accommodation Plans, to the best of their ability, when providing virtual instruction.

**Special education teachers who provide direct/indirect consultant services** will initiate outreach to their students’ general education teacher(s) to collaborate on instructional modalities and any necessary accommodations or modifications required of assignments or assessments for the day.

**Special education teachers who teach resource room, self-contained special classes either content specific or specialized programs**, should follow the same guidance and expectations as classroom teachers in regards to pedagogy, content, class meetings, and flexibility.

**Teaching assistants** are available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.

**Related service providers** are to provide “tele-therapy” services, to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals in regard to student and teacher work at home, communication, and flexibility and they will use the students’ IEPs to determine an appropriate/reasonable level of communication and support.

**Documentation Requirements:** Special education personnel are expected to document all supports and services provided to students during this time. Document the manner, means, duration of time, follow up efforts, etc. IEP progress monitoring is required to be collected and reported to parents following the schedule listed on students’ IEPs. Medicaid session notes continue to be a requirement for eligible related service providers. Special education teachers/service providers are responsible to hold any virtual professional meetings already scheduled on a day that becomes a virtual instruction day.

**Putnam County**  
**SPO Agreement**  
**2023 – 2024 School Year**

**AGREEMENT**

THIS AGREEMENT, made by and between CARMEL CENTRAL SCHOOL DISTRICT, having an office at 81 South Street, Patterson, New York 12563 (hereinafter referred to as the "District"), the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County"), and THE SHERIFF OF PUTNAM COUNTY, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

**WITNESSETH:**

WHEREAS, the District desires to obtain certain specified professional services from the County and the Sheriff as more fully set forth hereunder; and

WHEREAS, the County and the Sheriff are willing to provide such professional services on the terms and conditions set forth herein and for the compensation stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County shall permit, and the Sheriff shall furnish three (3) Special Patrol Officer (hereinafter "SPO") to the District to perform such services as more fully described in Schedule "A," attached hereto and made a part hereof.

SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the County:

1. A onetime payment of Two Thousand One Hundred Thirty Dollars (\$2,130.00) per individual SPO for services related to investigative background checks and purchasing. Should a replacement SPO be requested by the District, other than for



good cause shown, the District agrees to compensate the County and additional \$2,130.00 for each such request; and

2. An invoiced monthly payment consisting of:
  - a. From September 1, 2023 – June 30, 2024: Thirty Dollars (\$30.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule “A”; and
  - b. An annual supervisory fee of Eight Hundred Sixty-Nine Dollars (\$869.00) per SPO; and
  - c. The costs of equipment (uniforms, firearms, radio), FICA costs and other training costs; and
  - d. An annual administrative fee of Four Thousand Seven Hundred Fort Dollars (\$4,740.00) to be paid monthly at the rate of Four Hundred Seventy-Four (\$474.00) dollars.

Prior to the making of any payments hereunder, the District may, at its option and upon reasonable notice to the County and Sheriff, shall be provided with a summary explaining the precise manner in which the monthly payment was arrived at by the County.

The District shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30<sup>th</sup>) calendar day of the month following the month in which the services are rendered and invoiced. In the event that the District fails to make a payment within thirty (30) days of the due date, the County will, prior to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on September 1, 2023, and terminate on June 30, 2024, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPO shall be selected by the Sheriff's Department, with close coordination and cooperation by the Putnam County Personnel Department. In addition, the District will participate in the SPOs' interviews and will provide input on SPO candidates.

FIFTH: The SPO shall at all times be an employee of the County and be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department. In the event that an SPO, during the course of his or her duties, is involved in an incident in which they use physical force with regard to any student, staff, or visitor, the Putnam County Sheriff's Department's policies regarding the use of physical force will be accessed and utilized, if necessary, to make a determination as to the appropriateness of such use of force by the SPO (a copy of said policies and procedures is attached hereto and made a part hereof as Schedule "B"). Only the Putnam County Sheriff shall be authorized to make a determination as to the appropriateness of the use of physical force. This paragraph shall in no way supplant or otherwise be construed to preclude the District from fulfilling its obligations under Article 23-B of the New York State Education Law with regard to determinations regarding allegations of child abuse in the educational setting.

SIXTH: The SPO shall be assigned pursuant to a schedule that is determined at the discretion of the District. In the event that the District requires an SPO beyond regular school hours for the purpose of providing SPO services, the District shall be responsible for the payment of such SPO's overtime pay.

SEVENTH: Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the County shall be compensated, and the District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.



EIGHTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

NINTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "C" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the District agrees to protect, defend, indemnify and hold the County and the Sheriff and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character brought against the County and/or Sheriff, arising out of the performance of its obligations pursuant to this Agreement, but only to the extent that they are caused by any negligent act, error, or omission of the District over which the District retains direct control. The District further agrees to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement, but only to the extent that such damage arises out of the error, omission or negligence of the District. The District further agrees to indemnify the County and the Sheriff for any bodily injuries sustained by SPOs while on District property, but only to the extent that such bodily injury arises out of the error, omission, or negligence of the District, and provided that such liability does not include the County's and/or Sheriff's obligations under the Worker's Compensation Law and/or Section 207-c of the General Municipal Law.

The County shall protect, indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs,

charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, including reasonable attorney fees and litigation costs, brought against the District, arising out of the performance of its obligations pursuant to this Agreement, but only to the extent that they are caused by any negligent act, error, or omission, of the County, Sheriff, and/or SPO over which the County, Sheriff, and/or SPO retain direct control.

The County will be responsible to provide the District proof of Professional Liability and Automobile insurance for SPOs' services provided under this Agreement. The District will be named as an additional insured on all Policies. The County shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage.

TENTH: In connection with the performance of this Agreement, the County and Sheriff will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, to the extent required by law, as well as the Education and Labor Law of the State of New York.

The County and the Sheriff will ensure that they will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR 99) and Education Law Section 2-d, to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement, except where required to be disclosed by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders,



standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the District:

John Fink, Assistant Superintendent for Business  
Carmel Central School District  
81 South Street  
Patterson, New York 12563

To the County:

Hon. Kevin J. McConville, Sheriff  
Putnam County Sheriff's Department  
3 County Center  
Carmel, New York 10512

With a copy to:

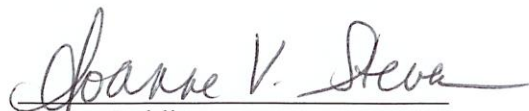
C. Compton Spain  
County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

TWELFTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same





  
Notary Public

JOANNE V. STEVENS  
Notary Public, State of New York  
Registration No. 01VA6101990  
Qualified in Putnam County  
Commission Expires 11/24/2023

**Putnam County**  
**SRO Agreement**  
**2023 – 2024 School Year**



**AGREEMENT**

THIS AGREEMENT, made by and between CARMEL CENTRAL SCHOOL DISTRICT, having an office at 81 South Street, Patterson, New York 12563 (hereinafter referred to as the "District"), the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County"), and THE SHERIFF OF PUTNAM COUNTY, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

**WITNESSETH:**

WHEREAS, the District desires to obtain certain specified professional services from the County and the Sheriff as more fully set forth hereunder; and

WHEREAS, the County and the Sheriff are willing to provide such professional services on the terms and conditions set forth herein and for the compensation stated hereunder;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County shall permit, and the Sheriff shall furnish two (2) School Resource Officers (hereinafter "SROs") to the District, as more fully described in the excerpts of Article 52 of the Sheriff's Department Rules and Regulations attached hereto and made part hereof as Schedule "A."

SECOND: For the services rendered pursuant to paragraph "FIRST", the District shall pay the County a total of \$203,574.00 to be paid in twelve (12) monthly payments of \$16,964.00 per month, commencing July 1, 2023.

Prior to the making of any payments hereunder, The District shall be provided with a summary explaining the precise manner in which the monthly payment was arrived at by the County.

Payment shall be due on the first business day of each month for the term of the contract. In the event that the District fails to make a payment within thirty (30) days of the due date, the County will, prior to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on September 1, 2023, and terminate on June 30, 2024, except as otherwise extended by a written instrument signed by the parties hereto. The terms of this Agreement do not include summer school sessions.

FOURTH: SROs shall be selected by the Sheriff's Department and the Superintendent of the District, as more fully set forth in § 52.2 on Schedule "A" annexed hereto and made a part hereof.

FIFTH: In the event that SROs must be replaced by deputy sheriff(s) in a lower salary grade, the District shall be credited the amount that reflects the salary decrease and the regular monthly amount due to the County shall reflect said change. In the event that SROs' salaries increase, or SROs must be replaced by deputy sheriff(s) in a higher salary grade, the District shall be charged with the amount that reflects such increase and the regular monthly amount due to the County shall reflect said change.

The monthly amount referenced in paragraph "SECOND" hereof has been calculated using the assigned deputies' actual salary, along with an estimated 2% increase to account for estimated wage increases to be negotiated with the SROs' applicable Union. Where a new Collective Bargaining Agreement is executed between the County and the Union and said

Agreement covers the time period encompassed by this Agreement, and where it results in a salary increase for the SROs over and above 2%, the District shall be charged said difference said difference and the regular monthly amount due to the County shall reflect said change. The District shall also be responsible for fifty percent (50%) of any retroactive payments that may be due to the SROs as a result of the ratification of a new Collective Bargaining Agreement, if any, and a separate invoice will be provided to the District for such amount. Said invoice will be accompanied by an explanation of the calculation for the amount due and owing and shall be paid to the County within thirty (30) days of receipt of said invoice.

Should a new Collective Bargaining Agreement result in a wage increase of less than 2%, then the District shall be credited said difference and the regular monthly amount due to the County shall reflect said change.

SIXTH: SROs shall be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department. In the event that an SRO, during the course of his or her duties, is involved in an incident in which they use physical force with regard to any student, staff, or visitor, the Putnam County Sheriff's Department's policies regarding the use of physical force will be accessed and utilized, if necessary, to make a determination as to the appropriateness of such use of force by the SRO (a copy of said policies and procedures is attached hereto and made a part hereof as Schedule "B"). Only the Putnam County Sheriff shall be authorized to make a determination as to the appropriateness of the use of physical force. This paragraph shall in no way supplant or otherwise be construed to preclude the District from fulfilling its obligations under Article 23-B of the New York State Education Law with regard to determinations regarding allegations of child abuse in the educational setting.

SEVENTH: SROs shall be assigned on a full-time basis of eight (8) hours on the days that school is in session (including any and all days that teachers are required to report to school



regardless of whether students will be present), as more fully described in §52.8 of Schedule "A" annexed hereto and made a part hereof. In the event that the District requires SROs beyond normal duty hours for the purpose of providing security at school athletic, social, special, or other events, the District shall be responsible for the payment of \$125.00 per hour, per SRO, in addition to FICA related costs. If the date of the event falls on a PBA contractual holiday, the rate shall be \$175.00. All requests must be for a minimum of three (3) hours.

EIGHTH: Either party, upon sixty (60) days' notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the County shall be compensated, and the District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

NINTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

TENTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "C" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the District agrees to protect, defend, indemnify and hold the County of Putnam and the Sheriff and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character brought against the County and/or Sheriff, arising out of the performance of its obligations pursuant to this Agreement, but only to the extent that they are caused by any negligent act, error, or omission of the District over which the District retains direct control. The District further agrees

to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement, but only to the extent that such damage arises out of the error, omission or negligence of the District. The District further agrees to indemnify the County and the Sheriff for any bodily injuries sustained by SROs while on District property, but only to the extent that such bodily injury arises out of the error, omission, or negligence of the District and provided that such liability does not include the County's and/or Sheriff's obligations under the Worker's Compensation Law and/or Section 207-c of the General Municipal Law.

The County shall protect, indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, including reasonable attorney fees and litigation costs brought against the District, arising out of the performance of its obligations pursuant to this Agreement, but only to the extent that they are caused by any negligent act, error, or omission of the County, Sheriff, and/or SRO over which the County, Sheriff, and/or SRO retain direct control.

The County will be responsible to provide the District proof of Professional Liability and Automobile insurance for SROs' services provided under this Agreement. The District will be named as an additional insured on all Policies. The County of Putnam shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage.

ELEVENTH: In connection with the performance of this Agreement, the County and Sheriff will comply with all applicable laws, regulations, and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, to the

extent applicable by law, as well as the Education and Labor Law of the State of New York.

The County and the Sheriff will assure that they will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the School District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement, except where required to be disclosed by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the District:

John Fink, Assistant Superintendent for Business  
Carmel Central School District  
81 South Street  
Patterson, New York 12563

To the County:

Hon. Kevin J. McConville  
Sheriff Putnam County Sheriff's Department  
3 County Center  
Carmel, New York 10512



With a copy to:

C. Compton Spain  
County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

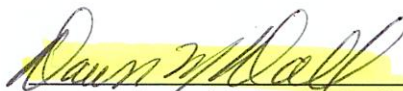
THIRTEENTH: This agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Putnam County, New York.

FIFTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the District, the required County signatories, and the County Executive.

SIXTEENTH: Parties acknowledge that the assigned SROs must use body-worn cameras during the course of employment with the Putnam County Sheriff's Department and while inside the school buildings. Any video captured by the body-worn cameras will be considered County records and as such are subject to the requirements of the New York State Freedom of Information Law ("FOIL"). County shall respond to any request for video footage within the time frame set out in section 89(3)(a) of FOIL. County shall retain copies of video recordings in compliance with all state and federal rules, regulations, and guidelines.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York  
on the date hereinabove set forth.

 Date: 10/10/23  
Carmel Central School District  
81 South Street  
Patterson, New York 12563

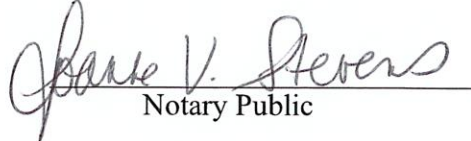
By: Dawn Dall, President Board of Education  
Please Print Name & Title

**ACKNOWLEDGMENT OF THE DISTRICT:**

STATE OF NEW YORK     )  
COUNTY OF Putnam     ) ss.:

On this 10 day of October, 2023 before me personally appeared  
Dawn Dall 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 s/he executed the same in his/her capacity as President  
of Board of Education (CCSD) 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

JOANNE V. STEVENS  
Notary Public, State of New York  
Registration No. 01VA6101990  
Qualified in Putnam County  
Commission Expires 11/24/2023