

PORT CHESTERUNION FREE SCHOOL DISTRICT

DISTRICT-WIDE SAFETY & EMERGENCY
MANAGEMENT PLAN

UPDATED APRIL 2021

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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 manage hazards in an effort to avoid or mitigate the impact of disasters resulting from the 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 Port Chester Union Free 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 Director of Athletics will serve as the District's Chief Emergency Officer (CEO)¹ whose duties shall include, but not be limited to:²

- 1. Coordination of the communication between school staff, law enforcement, and other first responders;³
- 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;⁴
- 3. Ensuring staff understanding of the district—wide school safety plan;⁵
- 4. Ensuring the completion and yearly update of building-level emergency response plans for each school building⁶ 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;⁷
- 6. Coordination of appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan;⁸

¹ 155.17(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:

² 155.17(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:

³ 155.17(c)(1)(xix)(a) coordination of the communication between school staff, law enforcement, and other first responders;

⁴ 155.17(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

⁵ 155.17(c)(1)(xix)(c) ensure staff understanding of the district–wide school safety plan

⁶ 155.17(c)(1)(xix)(d) ensure the completion and yearly update of building-level emergency response plans for each school building

⁷ 155.17(c)(1)(xix)(e) assist in the selection of security related technology and development of procedures for the use of such technology

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

- 7. Ensuring the conduct of required evacuation and lockdown drills in all district buildings as required by Education Law section 807;9 and
- 8. Ensuring the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- 9. Ensures protocols for responding to a declared state disaster emergency involving a communicable disease are substantially consistent with the provisions of 27-C of the Labor Laws.

IDENTIFICATION OF SCHOOL TEAMS

The District-wide Safety and Emergency Management Plan was developed pursuant to Commissioner's Regulation 155.17(b)(13). 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 District¹⁰. 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, however, 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.

⁹ 155.17(c)(1)(xix)(g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law

^{10 155.17(}c)(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.

- 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.

DISTRICT SAFETY TEAM¹¹

Members listed here may be removed from the "additional emergency numbers" table

TITLE	NAME	OFFICE PHONE
Director of Physical Education, Health & Athletics	James Ryan	914-934-7878
Director of Facilities	Ray Renda	914-934-7983
Board of Education Member		
Teacher	Renee Aubry	914-934-7950
Teacher	Laura DeChiara	914-934-7950
Teacher	Clara Barreto	914-934-2999
School District Head Nurse	Dineen LaDore	914-934-7967
Transportation Representative	Donna Martin	914-934-7904
Parent Organization Member	Tricia Hinz	

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¹¹ 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 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.

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 and reviewed annually on or before September 1st of each year. A copy of the plan will be available at the District office and on the District website.
- 2. 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.
- 3. 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.
- 4. The Board of Education must formally adopt the District-wide Plan pursuant to Commissioner's Regulation, Section 155.17(c)(xiii). This plan will be made available for public comment at least 30 days prior to its adoption.
- 5. 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 15th of each year or within 30 days of adoption.

Section II Risk Reduction/Prevention and Intervention

Prevention and Intervention Strategies

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

- 1. 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
- 2. Training for school staff working in an incident control capacity may include:
 - a. Individual and group de-escalation techniques
 - b. Non-violent conflict resolution skills and
 - c. Peer mediation
- 3. 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.
- 4. Training may be available during staff development sessions, on conference days and via on-demand web-based training modules.
- 5. Procedures relating to building security including utilization of staff and security equipment are as follows:¹²
 - 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 delivers may be made after the vendor has been authorized for the school year.

¹² 155.17(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;

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
- 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.

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, disrimination, 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.
- 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:¹³

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

EVACUATION AND LOCKDOWN DRILLS: 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. 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. 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.

EARLY DISMISSAL DRILL¹⁴: The District will conduct an Early Dismissal drill annually wherein students are dismissed early from each school. Parents will be notified of these drills well in advance. Transportation Officials and District staff may also take place in conducting and evaluation of this drill.

SHELTER-IN-PLACE DRILLS: Each school in the District will conduct at least one (1) Shelter-in-Place Drill annually utilizing Shelter-in-Place protocols. 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.

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.

¹³ 155.17(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;

¹⁴ 155.17(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.

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 15th 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.¹⁵

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 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 may include but is not limited to:

- De-escalation training
- Warning signals for violence and mental health concerns
- Non-violent conflict resolution

PROACTIVE BUILDING SECURITY MEASURES

- 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 recommended 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.

¹⁵ 155.17(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;

VITAL EDUCATIONAL INFORMATION 16

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.

EARLY DETECTION OF POTENTIALLY DANGEROUS BEHAVIOR 17

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

- 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. District students at all grade levels participate in instruction guided by evidence-based violence prevention/intervention programs. Elements of these programs support students in identifying potentially violent or problematic situations with peers and in developing strategies to address these such as reporting to an adult.
- 6. Secondary health curricula incorporate information regarding emotional health, the impact of drugs and alcohol on an individual's behavior, and on responsible decision-making.

¹⁶ 155.17(c)(2)(h)(3)(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.

¹⁷ 155.17(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;

- 7. 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.
- 8. 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.
- 9. 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>
Rye Brook Police Department	914-937-1020
Port Chester Police Department	914-939-1000
Westchester County Police	914-741-4400
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 Training¹⁸

PRIVATE SECURITY AND 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.

District Memorandum(s) of Understanding related to this section are maintained in the District office.

School safety personnel will help carry out the District-Wide School Safety Plan and may include anyone in the school community. These individuals have received appropriate annual training as required under the Regulation. Such training has been conducted in cooperation with the Police Department. These individuals are not to be confused with school security guards that we employ who are regulated under the New York State Security Guard Act that requires specific training, fingerprinting and background checks. All our Security Guards receive 8-hours of pre-assignment and 16-hours of in-service training along with an additional 8-hours of annual refresher training. Our contracted security company (Wisdom Security) is a New York State licensed agency and all our **security guards** are also individually licensed.

Appropriate school building security measures and procedures have been determined by the District-Wide School Safety Team and Building-Level Emergency Response Team after review of school building procedures and practices, emergency response plan, code of conduct, security surveys/audits,

¹⁸ 155.17(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;

and building-level climate surveys. Based on these findings we have implemented the following security measures:

- Entrance guards and hall monitors who received 2 days of staff development every school year.
- The School District has had a security audit/assessment of all school buildings in conjunction with our Building-Level Emergency Response Team.
- Visitors to the building will be questioned prior to entry into the building as to their business and if they have an appointment. If there is any question the building principal will be consulted. If this has been confirmed they will be admitted to the building where they will sign-in and be escorted to their destination. Upon completion of their business they will be escorted out of the building.
- Visitor badge/sign-in procedures. Upon entry into the building, the visitor must show a
 valid Government issued identification. After clearance, the visitor is issued an adhesive
 badge and escorted to their destination. Anyone in the building without an adhesive
 badge will be questioned by building staff and the Security Director will be notified.
- Video surveillance closed-circuit TV security.
- NYS certified security guards.
- A designated School District Security Director.
- On-going security audits.
- Random searches may be considered if deemed necessary.
- We will employ any other methods deemed necessary and constantly review our current practices.

SECURITY **A**LLOCATIONS

- A. At the <u>elementary and middle school level</u>, 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 <u>high school level</u>, there is a single point of entry 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

- contracted personnel at each elementary and middle school
- all greeters are former military or law enforcement
- buildings are staffed 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, both middle schools 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

- former military or law enforcement
- staffed during regular school hours at the high school 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 staff, 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.portchesterschools.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.

RESPONSE PROTOCOLS

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.

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 SITUATIONS¹⁹

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
- Early or Alternate Emergency Dismissal
- Explosions
- Fires
- Hazardous Material Incident
- Homeland Security Threats
- Hostage Situations
- Infectious Disease
- Severe Weather
- Student-Made Threats
- Suicidal Students
- Suspicious Package Protocol
- Suspicious Persons

RESPONSES TO IMPLIED OR DIRECT THREATS OF VIOLENCE²⁰

- 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 thier 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

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

²⁰ 155.17(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;

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. The building administrator will investigate reported threats of violence and will make the determination of disciplinary measure consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement.

RESPONSES TO ACTS OF VIOLENCE²¹

- 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.

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

- 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 measure consistent with the District's Code of Conduct. Chronic offenders may require a behavior plan or contract, close monitoring, and/or police involvement
- 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.²²
- 10. The district has a zero-tolerance policy for acts of school violence.

PROTOCOLS FOR A STATE DISASTER EMERGENCY INVOLVING A COMMUNICABLE DISEASE

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 <u>Section 27-c</u>, and served 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 <u>2801-a of the Education Law</u> 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.

²² 155.17(c)(1)(iv) policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;

Essential Position	Description	
Information Technology	Director Technicians	This group is needed to maintain the internet capability including remote learning and working from home.
Custodial and Maintenance	Director of Facilities, Head Custodians, Maintenance, Mechanics, Grounds	This group is needed to maintain the cleanliness and continued functioning of the building & grounds.
Administration	Superintendent, Deputy Superintendent, & Assistant Superintendent	Required to ensure continuity of the response efforts.
Building Administration & Clerical Support	Building Administrators & Clerical Support	Required to ensure continuity of the response efforts including reporting and contact tracing.
Faculty and Staff	Teachers andRelated Service Provider	The functions of faculty and staff are largely necessary to the mission and operations of a school, though their roles can be played both in-person and remotely, depending upon the circumstances. They are required personnel.
Security	Security Coordinator & Security Assistants	To ensure the safety/security of the campuses.
Transportation	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
Food Service	Food Service Director & Food Service Workers	To prepare and distribute meals to students.
Health Services	Director of Health Service, School Nurses, as deemed necessary	To assist with testing requirements, reporting and contact tracing.
Business Operations	Accounting, Payroll, Accounts Payroll, Purchasing	Where necessary to ensure the continued operation of the District.

- 2. To enable all non-essential employees to telecommute, District staff will be guided by the Building-level Emergency Response Plans.
- 3. In an effort to reduce overcrowding on public transportation:
 - Class schedules may be staggered to a morning and afternoon cohort.
 - In-person days may be staggered by cohorts groups.
 - Staff and students may walk or drive a personal vehicle to campus.
 - Employees may be permitted to work remotely.
 - Visitors may not be permitted on campus during school hours.
- 4. A quantity of personal protective equipment (PPE), sufficient to provide to all essential employees, will be procured, stored, and managed as follows:
 - The Facilities Department will maintain an inventory of PPE in accordance with 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.
 - PPE equipment will be readily available, if needed.
- 5. In the event an employee or student is exposed to a known case of a communicable disease that is subject to a state disaster emergency involving a communicable disease, exhibits symptoms of such disease, or tests positive for such disease, the District will respond as per the Building-level Emergency Response Plans.
- 6. All essential employees will have their hours and work locations documented, including off-site visits, by:
 - All entrances will be locked and monitored by security guard/greeter.
 - All employees will indicate arrival and departure times at the beginning and end of the day by using an electronic method to be installed at each school, which shall be a swipe card (fob).
 - Payroll, attendance, and/or time cards will further document an employee's presence on campus.
 - Non-essential visitors will be not be allowed on site.
- 7. If emergency housing is needed the District will lodge an essential employee on a district property or at a local hotel.
- 8. OTHER Any other requirements determined by the Department of Health such as contract tracing or testing, physical distancing, hygiene, and disinfectant, or mask-wearing.

IDENTIFICATION OF DISTRICT RESOURCES WHICH MAY BE AVAILABLE FOR USE DURING AN EMERGENCY²³

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 EMERGENCIES²⁴

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 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

²³ 155.17(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;

²⁴ 155.17(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;

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.

DISTRICT COMMAND POST (DCP):

Unless otherwise specified, The DCP will be located in the Central Administrative Offices. If necessary, the command post may be moved to an alternate site including the transportation facility and even non-district-owned buildings.

POTENTIAL ICS EMERGENCY SITES:

Building:	Uses:
Port Chester Union-Free School District Central Administrative Offices	Command Center Public Information Center Communications Center
Port Chester High School	Shelter-in-Place Staging Area(s) Alternate Command Center
Port Chester Middle School	Shelter-in-Place Staging Area(s)
John F. Kennedy Elementary	Shelter-in-Place Staging Area(s)
King Street Elementary	Shelter-in-Place Staging Area(s)
Park Avenue Elementary	Shelter-in-Place Staging Area(s)
Thomas A. Edison Elementary	Shelter-in-Place Staging Area(s)

Shelter-in-Place Staging Area(s)

Section IV Communication with Others

Obtaining assistance during emergencies from emergency service organizations and local government agencies²⁵

- 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 Law²⁶

²⁵ 155.17(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;

²⁶ 155.17(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;

- 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. Port Chester Police Department
 - 2. Port Chester Fire Department
 - 3. New York State Police
 - 4. Westchester County OEM
 - 5. Westchester County Police Department
 - 6. Empress EMS
 - 7. Red Cross

Contacting Parents, Guardians or Persons in Parental Relation to the Students of the District in the Event of a Violent Incident or an Early Dismissal²⁷

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.²⁸ 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.

²⁷ 155.17(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;

²⁸ 155.17(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:

- Google Drive with shared folders
- GSuite (Docs, Sheets, Slides, Forms, Classroom, Sites)
- Gmail
- Schoolwires
- Seesaw

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 / Ed House

113 Bowman Avenue Rye Brook, NY 10573 Phone: 914-934-7900

Port Chester High School

One Tamarack Road Rye Brook, NY 10573 Phone: 914-934-7950

Port Chester Middle School

113 Bowman Avenue Rye Brook, NY 10573 Phone: 914-934-7930

John F. Kennedy Elementary School

40 Olivia Street Port Chester, NY 10573 Phone: 914-939-7990

King Street Elementary School

697 King Street Port Chester, NY 10573 Phone: 914-934-7996

Park Avenue Elementary School

75 Park Avenue Port Chester, NY 10573 Phone: 914-934-7895

Thomas A. Edison Elementary School

132 Rectory Street Port Chester, NY 10573 Phone: 914-934-7980

Pre-Kindergarten

Holy Rosery Rye Brook, NY 10573 Phone: 914-934-0727

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.

Port Chester-Rye Union Free School District PO Box 246 Port Chester, NY 10573

Certificates of insurance delivered must be attached to this contract prior to approval and execution by the Board of Education

SERVICE AGREEMENT WHICH WILL COMMENCE FOR THE PURPOSE OF THE 2020 - 2021 SCHOOL YEAR ON 07/01/2020 TO 06/30/2021

BETWEEN:

Part Chester-Rye Union Free School District of 113 Bowman Avenue, Part Chester, New York, 10573 (the "School District")

- AND -

Simaren Corporation alba. Wisdom Protective Services, 837 Old Country Road, Westbury, NY 11590, licensed to do business in the State of New York (the "Contractor").

The School District carries on a business primarily consisting of K-12 education. The School District is of the opinion that the Contractor has the necessary qualifications, experience, abilities, and insurance to provide services to the School District based on the following representations:

- Contractor represents and warrants that it is LICENSED AND has full authority to perform the contracted services as required under this Agreement.
- Contractor represents that all employees assigned to the District has gone through pre-employment screening.

The Contractor is agreeable to providing such services to the School District, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

The School District hereby agrees to engage the Contractor to provide with services consisting of: Security.

Term of Agreement

This agreement is effective 07/01/2020 and will terminate 06/30/2021. However, it is subject to termination as otherwise provided in this Agreement.

General Requirements

The Contractors shall perform his/her work in accordance with all applicable State statutes and regulations. The Contractors agrees to defend, indemnify, and hold harmless the School District against any and all losses, damages, costs and expenses which it may hereafter suffer or pay out by reason of any claims, actions and rights of action in law or equity, valid or invalid, arising out of damage occurring to, suffered by any person or persons, caused in whole or in part, by the Contractor, any of its officers, employees, agents or representatives or any person, firm or corporation directly or indirectly employed or engaged by the Contractor.

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The School District reserves the right to reject and bar from the facility, for cause, any employee hired by the Contractor.

Independent Contractor

In all matters relating to this Agreement, Contractor shall act and be acting as an independent Contractor. Neither Contractor nor any of the persons furnishing material or performing work or the services required hereunder are employees of the School District under the meaning or application of any federal or state unemployment insurance law, or other social security law, or any worker's compensation law, industrial accident law, or other law. At its own expense, the Contractor shall comply with all such laws, assume all obligations imposed by any one or more such laws with respect to this Agreement, and indemnify and hold the School District harmless with respect to the same. Contractor shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the School District, and Contractor shall not have the authority to represent itself as an agent, employee, or in any other capacity of the School District. Contractor and its employees are not entitled to the benefits, rights or privileges afforded to any of the School District employee.

The Contractor agrees that this Agreement does not confer benefits of any nature whatsoever upon him/her other than payment for services as provided herein; that he/she shall not assert any claim for additional benefits of any nature, including but not limited to unemployment compensation benefits, by reason of the services to be performed pursuant to this agreement; and that he/she shall not assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and its employees; and the Contractor further agrees that he/she shall indemnify, save and hold harmless the Board of Education of the School District, and their respective members, officers, agents, servants, and employees from all claims, demands actions or other proceedings asserted or commenced against them by any person or entity, for any cause whatsoever, based upon, arising from or relating to any claim hereafter asserted by the Contract for unemployment compensation or other benefits, and shall reimburse the Board of Education of the School District and the School District for all reasonable attorney's fees incurred in the defense of such claims, demands, actions or other proceedings. If the School District is required to pay or withhold any taxes or make any other payment with respect to fees payable to Contractor hereunder, Contractor shall on demand reimburse the School District in full for any such payment made.

Performance

Both parties agree to do everything necessary to ensure that the terms of this Agreement are met.

Laws; Permits

At its own expense, Contractor shall (i) comply with all applicable laws, ordinances, rules and regulations (including, with limitation, the regulations of federal, state or local authorities) relating to or affecting the services provided hereunder, or any part thereof, (ii) secure and obtain any and all permits, licenses, authorizations and consents as may be necessary in connection with the services and shall provide the School District with copies of all such permits, licenses, authorizations and consents, and (iii) take proper safety and health precautions to protect the work, the materials to be transported, the employees of Contractor and the School District, the public, and the property of others. Contractor shall immediately notify the School District of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the services. Contractor shall furnish the School District a written report of such occurrence immediately, i.e. within twenty-four [24] hours of the occurrence. Contractor shall be solely responsible for all damages to persons or property that occurs as a result of its fault or negligence, or that of its employees, agents or representatives.

Standards for Service

The services to be provided hereunder shall be performed in a professional and timely manner. Contractor recognizes and agrees that the continuity and regularity of the services provided hereunder must be maintained at a consistently high rate and without interruption. Upon termination of this Agreement, or upon its expiration, a successor may continue the services hereunder, and in such event Contractor expressly agrees to the best of its ability to cooperate fully to Effect an orderly termination of services.

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All employees and representatives of Contractor engaged in the services provided hereunder shall conduct themselves at all times in a professional and courteous manner. All such employees and representatives engaged in the services shall display identification necessary to identify themselves as employees of the Contractor.

such rules and regulations or any changes thereto, and Contractor shall comply therewith within the time period specified in such notice from the School District.

Contractor agrees to present candidates to the School District for approval to assignment(s). The School District retains the right to reject any and all candidates. Contractor will provide thirty-day notice to the School District prior to any change in personnel.

Indemnification/Risk of Loss

The School District assumes the risk of, and shall be responsible for, any loss, damage, liability or claim arising in connection with the services provided by Contractor hereunder, except for such loss, damage, liability or claim which arises out of the negligent acts or willful misconduct of Contractor.

Contractor shall indemnify and hold the School District, together with any director, officer, agent, employee or representative of the School District, and each of them, harmless from and against any and all claims, actions, damages, losses, expenses, obligations or liabilities, including, without limitation, suffered by any third party resulting at any time during or after the term of this Agreement, arising out of or in connection with the following: (a) the negligent services performed or to be performed pursuant to this Agreement; (b) Default by Contractor of or relating to any term of this Agreement; (c) the fact that any representation or warranty made by Contractor herein is false as of the date hereof or in the future; and (d) the occurrence of any loss of life, personal injury or damage to property arising from the negligent acts, omissions or willful misconduct of Contractor, its employees, agents, or invitees.

Contractor shall not be responsible to defend or indemnify the School District for causes of action arising out of the negligent acts or willful misconduct of the School District and its employees, agents or representatives. The School District shall defend against any claims brought or actions filled against Contractor with respect to the subject of the indemnity set forth herein, whether such claims or actions are rightfully or wrongfully brought or filed. The School District agrees that Contractor may employ attorneys of its own selection who are reasonably acceptable to the School District to appear and defend any claim or action brought with respect to the subject of the indemnity herein, at the sole cost and expense of Contractor. Contractor shall have the authority for the direction of the defense of such claims, and both the School District and Contractor shall mutually agree on the acceptability of any compromise or settlement of any such claims or actions. All indemnification set forth in this Agreement shall survive the termination or expiration of this Agreement.

Compensation

For the Services provided by the Contractor under this Agreement, the School District will pay to the Contractor compensation at a rate of: \$25.37/HR FOR REGULAR HOURS AND \$38.06/HR FOR OVERTIME HOURS.

Compensation will be payable with the following frequency. Consultant will receive compensation upon submission and approval of invoice by **District Director** and the Business Office. Year-end invoice must be submitted no later than June 25th or the last work day before June 25th. The School District is entitled to deduct from the Contractor's compensation any applicable deductions and remittances as required by law. The Contractor acknowledges that compensation as provided for in this Agreement constitutes full monetary compensation for the Services performed. Accordingly, there will be no additional compensation.

Expenses

The Contractor will not be reimbursed for any expenses, unless otherwise agreed upon by both parties as listed below and incurred in connection with providing the Services hereunder. The compensation provided is done so in contemplation of any and all expenses that may be incurred by the Contractor.

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the School District any property, documentation, records, or confidential information which is the property of the School District.

Insurance Requirements

insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- 2. The policy naming the School District as an additional insured shalls
 - Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
 - The School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A
 completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the specific services provided by the Contractor (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with the list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
 - The Contractor agrees to indemnify the School District for any applicable deductibles and self-insured retentions.
 - Required Insurance:
 - Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - Workers' Compensation and N.Y.S. Disability Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Worker's Compensation Board. ACORD certificates are not acceptable.
 - Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/\$2,000,000 aggregate for
 the professional acts of the Contractor performed under the contract for the District. If written on a "claimsmade" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall
 remain in effect for two years following the completion of work.
 - Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form" basis. (Higher limits may be required depending on the type and size of the agreement and services.)
 - 5. Contractor acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract. The Contractor is to provide the School District with a certificate of Insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the School District.

The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also the NYSIR, as the District's insurer.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by e-mail, facsimile or registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows or to such other address as to which any party may from time to time notify the other.

- Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, New York, 10573.
 Phone # 914-934-8056, Fax # 914-939-9240, sgeorge@pcrufsd.org.
- Simaren Corporation dba. Wisdom Protective Services, 837 Old Country Road, Westbury, NY 11590 Phone #718-766-5392, Fax #516-203-7258, info@wisdomprotective.com.

Gender

Words in the singular, mean and include the plural and vice versa. Words in the masculine, mean and include the feminine and vice versa.

4

Confidentiality

The Contractor acknowledges that a material term of the Agreement with the School District is to keep all confidential information belonging to the School District absolutely confidential and protect its release to the public. The Contractor agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained or which was disclosed to the Contractor by the School District.

The obligation to protect the confidentiality of the School District's confidential information will survive the termination of this Agreement and will continue indefinitely.

The Contractor may disclose any of the confidential information:

- 1. To a third party where the School District has consented in writing to such disclosure; and
- 2. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Contractor will first have given prompt notice to the School District of any possible or prospective order (or proceeding pursuant to which any order may result), and the School District will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Non-Solicitation

Any attempt on the part of the Contractor to induce others to leave the School District's employ, or any effort by the Contractor to interfere with the School District's relationship with its employees or other Contractors would be harmful and damaging to the School District. The Contractor agrees that during the term of this Agreement and for a period of 5 years after the end of the term, the Contractor will not in any way, directly or indirectly:

- Induce or attempt to induce any employee or other Contractor of the School District to quit employment or retainer with the School District;
- 2. Otherwise interfere with or disrupt the School District's relationship with its employees or other Contractors;
- Discuss employment opportunities or provide information about competitive employment to any of the School District's employees or other Contractors; or
- 4. Solicit, entice, or hire away any employee or other Contractor of the School District.

Assignment

This Agreement is being entered into in reliance upon and in consideration of the skill and qualifications of the Contractor. The Contractor will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the School District.

Capacity/Independent Contractor

It is expressly agreed that the Contractor is acting as an independent Contractor and not as an employee in providing the Services hereunder. The Contractor and the School District acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed herein.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

Termination of Agreement

The School District may terminate this Agreement at any time by giving the Contractor 30-day written notice. The Contractor may terminate this Agreement at any time by giving the District 30-day written notice.

The obligations of the Contractor under this Agreement will terminate upon the earlier of the Contractor ceasing to be engaged by the School District or the termination of this Agreement by the School District or the Contractor. To the extent the services to the School District is terminated or canceled during the above term, it is understood and agreed that this Agreement shall automatically terminate as of such date, without any liability of the School District. The School District shall promptly provide notice to Contractor in the event of any termination or cancellation by the School District.

Default

If the Contractor becomes insolvent or makes a general assignment for the benefit of its creditors; or if a petition under any bankruptcy act or similar law is filed by or against Contractor, and is not vacated within ten (10) days after it is filed, the occurrence of either of the foregoing events shall constitute a default hereunder.

Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Integration

The preceding comprises the entire understanding and agreement between the parties and no written or verbal agreements predating this Agreement shall be of any force or effect. The parties further agree that this Agreement cannot be amended in any manner save a written modification of same signed by all parties.

By their signatures herein below the parties acknowledge their understanding of and agree to the terms and conditions as herein set forth in this document and the Request for Proposal (RFP), (RFP-0002-17-18).

SHERRY GEORGE, PURCHASING AGENT, PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT

CONTRACTOR TITLE, SIMAREN CORPORATION, DBA. WISDOM PROTECTIVE SERVICES.

MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to Education Law §2801-a and Commissioner's Regulation §155.17, a school district that employs, contracts with, or otherwise retains law enforcement or security personnel, including school resource officers, is required to establish a written contract or memorandum of understanding: (1) defining the relationship between the school district, school personnel, students, visitors, law enforcement, and/or security personnel; (2) defining law enforcement and/or security personnel's roles, responsibilities and involvement within a school; and (3) clearly delegating the role of school discipline to the school administration; and

WHEREAS, the <u>Port Chester-Rye UFSD</u> School District ("District") and <u>Simaren Corp.</u>, <u>dba. Wisdom Protective Services</u> are parties to an agreement, which will commence for the purpose of the 2020 – 2021 school year on <u>07/01/2020</u>, regarding the provision of security services by <u>Simaren Corp.</u>, <u>dba. Wisdom Protective Services</u> to the District on a contracted basis; and

WHEREAS, pursuant to Education Law §2801-a and Commissioner's Regulation §155.17, the District and Simaren Corp., dba. Wisdom Protective Services have entered into discussions regarding the role of Simaren Corp., dba. Wisdom Protective Service's security personnel, including, but not limited to, the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the District Code of Conduct and have received stakeholder input regarding same;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the District and <u>Simaren Corp.</u>, dba. Wisdom Protective Services as follows:

- Simaren Corp., dba. Wisdom Protective Services personnel shall continue to be
 responsible for the provision of security in the District's schools as set forth in the current
 agreement between the parties, which is incorporated by referenced into this
 Memorandum of Understanding. Such security functions include, but are not limited to,
 visitor control, patrol of school buildings/grounds/fields/property, making
 recommendations on security needs/security improvements/safety concerns, detecting
 hazards, safeguarding District property, preventing and reporting criminal activity,
 preventing and reporting violations of the District Code of Conduct, and emergency
 response.
- 2. The function of Simaren Corp., dba. Wisdom Protective Service's personnel is to provide a safe and secure campus environment for students, staff and visitors, as well as to address violations of the law and/or the District's Code of Conduct by students, staff and/or visitors. However, Simaren Corp., dba. Wisdom Protective Services and its personnel shall not be responsible for disciplining students, whether for violations of law or the District's Code of Conduct. The District and its administration are responsible for disciplining students. While Simaren Corp., dba. Wisdom Protective Services may be responsible for taking appropriate action to prevent or stop criminal activity or violations of the District's Code of Conduct, any student involved in such criminal activity or violations of the District's Code of Conduct shall be escorted or reported to the school administration, which shall determine and mete out the appropriate discipline.
- The rights, responsibilities and expectations for behavior for students, the expectations of the District's staff (including the administration) in relation to students, and the

expectations of behavior for visitors/members of the public while on District property are set forth in the District's Code of Conduct, which is incorporated by reference into this Memorandum of Understanding. <u>Simaren Corp.</u>, <u>dba. Wisdom Protective Services</u> shall be cognizant of such rights, responsibilities and expectations in providing its contracted security services to the District and shall act in accordance with the District's Code of Conduct.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly-authorized officials on the day and year as set forth below.

COMPANY NAME

SCHOOL DISTRICT

Simaren Çorp., dba. Wisdom

Protective Services

Port Chester-Rye Union Free School

District

NAME

DATED

TITLE - Purchasing Agent

Appendix 4 — District Resources — Contact Information

TITLE	NAME	OFFICE PHONE
Superintendent of Schools	Dr. Aurelia Henriquez	(914) 934-7900
Deputy Superintendent of Schools	Dr. Mitchell Combs	(914) 934-7920
School Business Administrator	Phil Silano	(914) 934-7904
Director of Curriculum and Instruction	Dr. Colleen Carroll	(914) 934-7917
Transportation Supervisor	Donna Martin	(914) 934-7904
District Clerk	Cathy Maggi	(914) 934-7903
Public Information	Brian Howard (SW BOCES)	(914) 592-4203
Director of Facilities	Ray Renda	(914) 934-7983
Foreman of Buildings & Grounds	Anthony Lunde	(914) 934-2302
Athletic Director	James Ryan	(914) 934-7878
Cafeteria Services	Ted Breen	(914) 934-7976
City Mayor Port Chester	Luis Marino	(914) 939-5201
City Mayor Rye Brook	Paul Rosenberg	(914) 939-1121
Rye Brook Fire Department		(914) 939-5144
Port Chester Fire Department		(914) 939-1661
Ambulance - EMS		(914) 939-4700
Westchester County		
County Executive	George Latimer	914-995-2900.
Emergency Management	Richard Wishne	914-231-1851
Public Safety Commissioner	Tom Gleason	914-995-2000
County Health Dept.	Dr. Sherlita Amler	914-864-7292
Red Cross Emergency Services	914-946-6500	

- 155.17(b)(14) District-wide school safety team means a district-wide team appointed by the board of education. The district-wide team shall include, but not be limited to, representatives of the school board, teacher, administrator, and parent organizations, 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.
- <u>155.17(c)(1)(i)</u> 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;
- <u>155.17(c)(1)(ii)</u> policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence;
- <u>155.17(c)(1)(iii)</u> 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;
- <u>155.17(c)(1)(iv)</u> policies and procedures for contacting the appropriate law enforcement officials in the event of a violent incident;
- <u>155.17(c)(1)(v)</u> 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;
- <u>155.17(c)(1)(vii)</u> 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;
- <u>155.17(c)(1)(viii)</u> 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;
- <u>155.17(c)(1)(ix)</u> 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;

- <u>155.17(c)(1)(xi)</u> policies and procedures relating to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures;
- <u>155.17(c)(1)(xii)</u> 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;
- <u>155.17(c)(1)(xv)</u> the identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings;
- <u>155.17(c)(1)(xvi)</u> 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;
- <u>155.17(1)(c)(xix)</u> the designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to:
- 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.
- <u>155.17(c)(2)(h)(3)(i)</u>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.