

Hammondsport Central School

District Wide Safety Plan

Project SAVE

2020-2021 School Year

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PROJECT SAVE
(Safe Schools Against Violence in Education)
DISTRICT WIDE SAFETY PLAN
Commissioner's Regulation 155.17

Introduction

Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a district-wide school safety plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies. The district-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts stand at risk from a wide variety of acts of violence, natural, and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in each school district and its schools.

The Greater Southern Tier BOCES in coordination with the Hammondsport School District, support the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going district-wide cooperation and support of Project SAVE.

Section I: General Considerations and Planning Guidelines

A. Purpose

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

B. Identification of School Teams

The Hammondsport School District has created a District-wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, parent organizations, school safety personnel, and other school personnel.

Board of Education Member: Kevin Bennett
Administrators: Kyle Bower, Tad Rounds, Joe Koehler, Joni Makowiec
Staff/Manager/Teacher(s): John Hiney, Jon Lowin, Tracy Wood, Ami Corell, Susan Hamilton, Emery Cummings, Darcie Haynes, Don Gardiner;
Student: Ethan Buckley, Steven Veley
Community Member/Parent(s): Theresa Stopka, David White
Safety Personnel: Jason Dinnini Hammondsport PD, Joe Stremel SRO, Bill Fries Jr, Hammondsport FD

District Wide Emergency Response Team:

Kyle Bower	Tad Rounds	Joe Koehler
Jason Dinnini	Sean Case	Emery Cummings
Theresa Stopka	Joni Makowiec	John Hiney
Linda Dickinson	Don Gardiner	SRO Joe Stremel

C. Concept of Organizations

- The District-wide School Safety Plan shall be directly linked to the individual Building-level Emergency Response Plans for each school building. Protocols reflected in the District-wide School Safety Plan will guide the development and implementation of individual Building-level Emergency Response Plans.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- Efforts may be supplemented by County and State resources through existing protocols.

D. Plan review and public comment

- This plan shall be reviewed and maintained by the District-wide School Safety Team and reviewed on an annual basis on or before July 1 of each year.
- Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan will be made available for public comment 30 days prior to its adoption. The plan must be formally adopted by the Board of Education.
- While linked to the District-wide School Safety Plan, Building-level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.

Section II: General Emergency Response Planning

(The District-wide School Safety Plan should provide the framework for the Building-level Emergency Response Plan.)

A. Identification of sites of potential emergency, including:

- The process for identifying the sites
- The location for potential sites, and
- The potential internal or external hazards or emergency situations identified

A.1 The process for identifying the sites: The sites listed below were identified by the planning team in consultation with participating school personnel and outside agency representatives:

External List: (examples: hazardous railroad locations, airports, industrial sites with potential for chemical spills, dams or waterways with flood potential, nuclear power plants, etc.)

Inlet Possible Flooding Hazard

Internal List: (example: chemical storage locations, swimming pools, boiler rooms, etc.)

Chemical storage upstairs of Main Street
Boiler Room Main Street-near Cafeteria
Back Stairs Main Street – Enclosure Problem
School Septic System

B. Plans for taking the following actions in response to an emergency where appropriate, including but not limited to:

- School cancellation
- Early dismissal
- Evacuation (before, during and after school hours, including security during evacuation and evacuation routes), and
- Sheltering sites (internal and external)

B.1 School Cancellation Procedures:

District will utilize the ‘all call’ system to notify parents/guardians of cancellation.

Board buses in the following order:

1. Elementary School
2. Jr/Sr High School

B.2 Early Dismissal Procedures:

District will utilize the 'all call' system to notify parents/guardians of cancellation.

Board buses in the following order:

1. Elementary School
2. Jr/Sr High School

B.3 Evacuation Procedures: In confidential document

B.4 Sheltering Sites:

Building Name

Hammondspport Fire Department- Primary Location

Curtiss Museum

Hammondspport Transportation Facility

B.5 Responses for specific emergencies

In confidential document

B.5a Threats of Violence:

In confidential document

B.5. a.1 Policies and procedures for responding to implied or direct threats by students, staff and visitors

Anyone witnessing an implied or direct threat is required to report the threat and the offender to the building administrator as soon as possible. The building administrator will evaluate the seriousness of the threat and follow up with necessary actions including but not limited to:

- a) disciplinary action as outlined in the district's Code of Conduct board policy
- b) referral to counseling
- c) law enforcement involvement
- d) Superintendents hearing and possible suspension for students or SED sanctions for staff.

B.5. a.2 Procedures for responding to acts of violence

1. Student fight
 - a) Staff responsibilities:

1. If the student fight involves a physical confrontation, the staff member should use their best judgment regarding their own ability to separate the students and proceed accordingly.
2. Make verbal contact in a calm, low-toned voice.
3. If behavior does not cease, shout, "STOP" and then lower your voice and encourage students to talk about the issues someplace else.
4. Try to get individuals to a more isolated area so they can calm themselves without losing face, or try to get the area emptied of other students so there is less audience and less danger.
5. Do not leave the students alone until they are calmed down.
6. Discuss their behavior and its consequences only after they are calm.
7. Understand that violence is time-lined; if you can delay it long enough, it will subside.
8. Never grab or touch a violent student unless they are causing harm to themselves or others.
9. Give the students a choice by clearly stating, "You and I must go the principal's office. If you refuse to go with me, I will notify the principal's office, who will probably call the police".
10. If the students refuse to cooperate by rendering the above steps invalid, notify the principal that you need help with a violence problem.

b) **Building Administrator's Responsibilities:**

1. Assess situation and intervene if requested by the teacher.
2. Send all available staff to the area to demonstrate a show of force.
3. Call 911 if students refuse to cooperate.
4. If necessary, call the superintendent's office who will ensure that the necessary administrators are notified, from among the following:
 - Operations
 - Business
 - Safety
 - Media Relations
5. Assist police in any way requested.
6. Follow disciplinary action according to Code of Student Conduct.
7. File an incident report.

B.5. a.3 Armed Student

a) **Staff Responsibilities**

1. Notify principal's office ASAP and advise whether a weapon is suspected or visible.
2. Try to calm the students and others.
3. STOP
 - DO NOT APPROACH STUDENT
 - DO NOT ATTEMPT TO CONFISCATE THE WEAPON

4. If a weapon is visible, or student is threatening, ask the student in a calm voice for permission to evacuate the rest of the class.
5. Evacuate quietly, if allowed, to a protected area at least 750 feet away if possible.
 - Take class plan book and attendance records with you.
6. If evacuation is not allowed, keep talking with the student (if it does not cause further agitation) until police arrive.
7. When police arrive, do as they advise.
8. After incident, file reports ASAP.

b) Building Administrator's Responsibilities:

1. If weapon is suspected:
 - a. Isolate student with backpack, purse, and other personal possessions.
 - b. Ensure that at least 2 adults are present at the meeting.
 - c. Tell the student what is suspected and ask the student to produce the weapon.
 - d. If student denies or refuses, ask the student to empty pockets and all other containers.
 - e. Metal detectors may be used to scan students.
 - f. If search yields nothing 2 adults go to student's locker for a search.
 - g. If an illegal weapon is found, police are contacted to remove student from campus.
 - h. Notify a parent
 - i. Call superintendent if the situation warrants.
 - j. Follow disciplinary action according to the district's code of conduct.
2. If weapon is visible:
 - a) Call 911.
 - b) Call the superintendent's office who will ensure that the necessary administrators are notified, from among the following:
 - Operations
 - Business
 - Safety
 - Media Relations
 - c) Escort police to scene.
 - d) Stay out of view of student.
 - e) Work with police officers as directed.
 - f) Under advisement of police officers, consider one of the following options:

Option 1: Announce a "lockdown" on PA System, which means all teachers will lock doors. Have administrative staff evacuate any students who have been locked out of their classroom or who are in public areas to a safe area outside the building.

Option 2: Evacuate the building

- g) Maintain calm.
- h) Refer media calls to media relations (Superintendent or designee).

B.5.b Hostage/Kidnapping

B.5. b.1 Hostage Taking: this would be a person taken and held, against his/her will by means of physical force or threat of harm and held by an individual until certain conditions are met. A hostage situation must be carefully surveyed and evaluated. The safety of hostage(s), faculty, and police is the most important consideration in any hostage situation. Trained negotiators know that the more time that is gained, the more likely it is the situation will be concluded without violence.

Directions to all staff:

Actions to take:

- Immediately contact the building administrator who will call 911 for the police and send a counselor to the scene immediately.
- School counselors should remain in a safe location and on campus to assist administration and law enforcement.
- Initiate school lock-down
- Avoid any reckless and/or imprudent action i.e. don't force the issue physically or mentally, keep a distance, don't make quick moves, etc.
- Use time as a tool to de-escalate this very tense situation.
- Get down if you hear a loud noise.
- Identify the hostage taker, location, and any weapons.
- Contain the situation and, if possible, remove all innocent persons.
- Let the professionals negotiate.

If you are taken hostage:

- Don't force the issue physically or mentally, keep a distance, don't make quick moves, etc.
- Change your mindset from one of authority to "hostage".
- Keep your cool, don't "power trip".
- Do not become a spokesperson for the system.
- Do not defend the system/school.
- Do not negotiate, dictate, antagonize, defend, or plead.
- Make yourself human i.e. talk about your spouse, children, etc. If you are seen as a human being and less like a stranger the potential for injury decreases.
- Carefully evaluate an escape plan. Any escape does have the potential to cause injury to you and others.

B.5. b.2 Kidnapping

Kidnapping/Abduction – There are two primary types of abduction:

Kidnapping: taking a person by abduction

Custodial Interference: a relative of a child less than 16 years who intends to hold such child permanently or for a protracted period of time and, knowing that he/she has no legal right to do so, takes or entices such a child from a lawful custodian, (i.e. school environment).

Directives to all staff:

- Immediately contact the building administrator who will call 911 for the police
- Initiate school lock down
- Gather pedigree information regarding the missing child\
- Identify the last person with the child
- Try to identify any potential witnesses – this is crucial to the success of locating the child quickly and unharmed

B.5.c Severe Weather

When severe weather warning is received, staff will be notified to escort students to safe areas in their respective buildings (lower level hallways, right angles to path of storm, away from windows, away from wide expanses of open space. Blinds will be closed to minimize flying glass. Duck and cover or sheltering under desks will be implemented if necessary.

B.5.d Civil Disturbance (Riot, Racial Conflict, Long Altercations)

Contact the building administrator providing location of disturbance, what is taking place, number of people involved and intentions of the group if known. The building administrator will contact the district superintendent and police if assistance is needed. The building administrator will notify staff. The staff will move students away from areas where violent confrontations may occur. The building administrator will also isolate problematic individuals (police assistance may be necessary). School should not be dismissed unless it can be achieved without risk to students and staff.

B.5.e School Bus Accident

The driver will contact the transportation supervisor immediately with any type of bus accident. The driver will then ensure children are out of the danger area and request through the transportation supervisor's office assistance for ambulance, fire or another vehicle to transport students. The

transportation supervisor will notify the district office of the incident and then drive out to the accident scene. The district will contact the building administrator. The transportation supervisor will update the district superintendent every 20-30 minutes. If the students need to be transported to the hospital the district superintendent will assign a designee to go to the hospital to be on-site. The building administrator will be responsible for notifying the parents of the children who are injured or will be late arriving home.

B.5.f Gas Leak Procedure

- Notify Director of Maintenance and Building Principals.
- Principal call 911 and announce evacuation away from affected area (do not use fire alarm to activate evacuation if you have a bell type alarm).
- Teachers – evacuate to designated areas and account for all students – maintain supervision.
- Principal determines if evacuation is complete – check with teachers for unaccounted children. Then notify emergency coordinator (Superintendent) of staff and student status. Prepare student release procedures for parents picking up students.
- Emergency Coordinator notifies operations group and set up command post.
- Superintendent of Buildings and Grounds turn off gas to building, determine source of leak and establish repair plan. Notify the Emergency Coordinator of Plan.
- Nurses should be prepared to provide emergency first aid measure at the location where students are gathered.
- Bus drivers should be activated to “stand by” status in case re-entry to the building is not possible and the “go-home” plan must be implemented.

B.5.g Intruders

This would consist of any person entering the school that is not school personnel or a registered student. Staff and faculty should automatically recognize and question the presence of unauthorized persons on school grounds.

Directives to all staff:

- Determine whether the person is a legitimate visitor or a threat to school safety.
- Escort visitors to the office to sign in and obtain a badge.
- If a person is posing a threat:
 1. Immediately contact the building administrator who will call 911 for the police.
 2. Initiate school lock down. (Level 2) lock down.

3. Do not engage in a violent confrontation. Take every other step to ensure your safety and that of students.
4. Identify the person, person's location, and note if any weapons are visible.
5. Contain the situation and, if possible, remove all innocent persons.

B.5.h Bomb Threat

All bomb threats will be reported to the building administrator immediately. When a bomb threat is received via telephone the recipient will record the information on the telephone threat checklist if possible.

The building administrator will:

- a) Notify all staff via the PA system to "secure your area and await further instructions." This announcement triggers staff to 1) conduct a visual search of their respective rooms, 2) prepare students to gather personal belongings for pending evacuation, 3) indicate on their room door that the room had been searched, 4) await evacuation instructions.
- b) Notify 911 that a threat has been received.
- c) Direct team in searching exits, pathways, and final evacuation destination/gathering area for suspicious items.
- d) Place a maintenance worker at the school entrance to direct traffic away from the building and guide EMS to the emergency location.
- e) Direct orderly evacuation to outside area or to other building for sheltering or to an inside area that had been cleared and sanitized if weather dictates. Students may not go to lockers or collect coats/valuables.
- f) Direct bomb search team efforts from the Command Post.
- g) Determine that the building is safe for re-entry or send students home.

B.5.i Chemical Spill

For chemical spills inside the building, staff members will keep students away from the spill and notify the building administrator immediately. Building evacuation and the assistance of outside agencies may be necessary depending on the nature of the spill.

For hazardous chemical spills outside, students will be sheltered inside and air intakes will be shut-off and sealed if necessary. The assistance of outside agencies may be required depending on the nature of the spill.

B.5.j Fire/Explosion

Any staff or student who sees smoke or fire is directed to pull the fire alarm to evacuate the building. The building administrator will contact 911 to insure the alarm was received. Staff will assist students from the building following drill procedures, take attendance and supervise students until emergency is over. The fire department will determine if and when the building is safe for re-entry.

B.5.k Biological Threat (i.e. Anthrax)

If a biological threat is received via telephone, the recipient will record the information on the telephone threat checklist.

If a letter or package is received which threatens a biological exposure the recipient will:

- a) Immediately re-close the letter or package, cover with a box or larger envelope and avoid further contact.
- b) Immediately prevent persons from leaving or entering the room.
- c) Notify building administrator outside the exposure area.
- d) Avoid touching face or mucus membranes until they can be thoroughly washed with soap and water.
- e) Reduce air movement (shut off fans, close windows).

The building administrator will:

- a) Call 911 for assistance and follow the directions regarding the movement of students and staff
- b) Turn off ventilation systems to limit air movement if threat warrants it.

B.5.l Radiological Threat

Upon being notified of a problem, inform the building administrator and district superintendent of the incident. The building administrator will notify staff and follow procedures as advised by the county coordinator. Procedures will most likely be shelter in place or “go home”. Schools within 30 miles of a nuclear power plant will need to coordinate procedures and notification directly with the potential source.

B.5.m Epidemic

The problem needs to be identified and brought to the attention of the school nurse, school doctor, building administrator, district superintendent and public health officials. The public health officials and school doctor will

provide recommendations for the school to follow. The district superintendent will provide information to the media of what the present actions of the district are.

C. Identification of district resources which may be available for use during an emergency, including the list of personnel and other resources.

C.1 Trained staff willing to assist in an emergency

Billy Fries, Emery Cummings, Lisa Stone

C.2 Heavy Equipment Inventory

- 1 Pick-up w/plow
- 1 Dump truck w/plow
- 1 Tractor
- 1 Van

C.3 Bus and Vehicle Inventory: To be revised

Buses	Passengers
01	46A 70C
02	46A 70C
36	7A 6C
37	7A
39	7A 6C
40	7A
41	6A
134	44A 66C
135	46A 70C
126	44A 66C
127	46A 70C
128	46A, 70C
129	18A 27C 2 Wheelchairs
130	44A 66C
131	49A 74C
132	49A 74C
<u>38 Chevvy Impala Non-DOT</u>	<u>Cannot transport students</u>
<u>34 Dodge Van Non-DOT</u>	<u>Cannot Transport Students</u>
<u>42</u>	<u>7A 6C</u>

C.4 Fuel Inventory

2 Fuel Tanks: 1 – 2,000-gallon Diesel- Bus Garage
1 – 550-gallon Unleaded Gasoline- Bus Garage
1 Waste Oil Tank – 310 gallons – Bus Garage

C.5 Cafeteria Capacities/Inventory Summary

At a minimum, we would have enough food to feed approximately 500 people for approximately 7 days.

At a maximum, we would have enough food to feed approximately 500 people for approximately 20 days.

Cafeteria seating capacity is 156 persons at one time. Maximum occupancy not to exceed 400 persons.

D. 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
- Identification of the staff members assigned to provide assistance during emergencies. (see IVD)

E. Policies and procedures for annual multi-hazard school training for staff and students, including the strategies for implementing training related to multi-hazards.

The district will annually review with staff and students, their role in implementing the emergency plan.

F. Procedures for the review and 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.

As the initial plan is developed and annually as the plan is updated, the chairperson of the planning committee will submit a draft of the plan to each affected county emergency management coordinator for review to insure compatibility with the county plan and statewide plan.

Each year, the Superintendent will conduct at least one test of the emergency response procedures for each student occupied facility. All tests will be conducted in cooperation with local and county emergency management officials to the extent possible.

Section III: Responding to Threats and Acts of Violence

- A. Policies and procedures for responding to threats of violence: In confidential document**
- B. Policies and procedures for responding to acts of violence: In confidential document**
- C. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident.**

All staff is required to notify the building administrator (or designee) of any violent incidences. The building administrator (or designee) will determine the seriousness of the situation and contact law enforcement immediately if the situation warrants.

- D. Identification of appropriate responses to emergencies (see Section II.)**
- E. Policies and procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal.**

For incidences involving individual or several students, the parents of all students involved will be notified as soon as possible by the building administrator regarding the details of the incident. Whenever the safety of the general student population has been jeopardized or is in future jeopardy all parents will be notified of the circumstances as soon as possible. The District E-Alert and 'all call' system will be utilized as well as hard copy information from the District will be the primary modes of communication in these incidences. Parent and District wide communication will be initiated once concrete factual information is gathered and talking points are generated by the District Office.

Section IV: Communication with Others

(The District-wide School Safety Plan should provide the framework for the Building Level Emergency Response Plan).

- A. Description of the arrangements for obtaining assistance during emergencies from emergency services organization and local government agencies.**

Village Police Department	911
New York State Police	911
Hammondsport Fire Department	911
Hammondsport Ambulance	911
Steuben County Sheriff	911

B. Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law.

By contacting 911, the system for coordinating the delivery of assistance from both county and local agencies will be activated.

C. A system for informing all educational agencies within a school district of a disaster.

The school superintendent or his/her designees will notify all educational agencies with district boundaries of any emergency situation that may affect their operation.

D. In case of a school district, maintaining certain information about each educational agency located in the school district, including information on: (to be done as of Sept 1 of each school year)

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

Section V: Prevention and Intervention Strategies

(The District-wide School Safety Plan should provide the framework for the Building-level Emergency Response Plan).

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

All staff are required to actively participate in measures outlined by the administration for providing school safety and security. These include:

1. Limiting access for all persons to one entrance per building.
2. Staff Identification Badges
 - a. Staff will be required to wear at all times when working in any official capacity for the District.
 - b. Visitors and substitutes will be required to wear at all times.
3. Being cognizant of strangers in the building and stopping visitors who have not properly registered.
4. Providing adequate lighting in all areas.
5. Reducing and controlling traffic flow on campus.
6. Training selected staff in the use of metal detectors.
7. Providing greeters for processing all visitors to student occupied buildings.
8. Training all staff on crisis intervention.

B. 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.
 1. Administrators and counselors share pertinent intake information regarding specific students with staff.
 2. Alternative Education Staff meets daily to discuss students and their IEP's
 3. Selected staff meet systematically with probation officer, juvenile officers and social service staff.
 4. Principals meet with staff after incident to discuss strategy.

C. Appropriate prevention and intervention strategies such as:

- Collaborative agreements with state and local 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.
 - Non-violent conflict resolution training programs,
 - Peer mediation programs and youth courts, and
 - Extended day and other school safety programs.
1. Staff training programs:
 - a) NYS Police Safe Schools Training
 - b) District Conference Days and Faculty Meetings
 2. Student programs:
 - a) Social Skills and Pro Skills Streaming
 - b) Review of student handbook and Code of Conduct with both students and parent sign-off. (Pre K-6 Only)
 3. Full time counselors and social workers on campus to develop rapport with students

D. 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.

- Establishing anonymous reporting mechanisms for school violence, and
 - Others based on district need.
1. Confidential staff reporting system.
 2. Special Ed Crisis Support Staff and Counselors.
 3. Alternative Ed effective groups on building self-esteem.
 4. Social workers on each vocational campus to develop rapport with students.

Section VI: Recovery

The Post Incident Response Team has developed the following procedures for dealing with post-incident response: (Also refer to District Wide Tragedy Plan)

A. Short Term

1. Mental health counseling (students and staff)-Provided by Jim Derr, Katie Boyer, Steuben County.
2. Building Security- Don Gardiner
3. Facility Restoration- Don Gardiner
4. Post incident response Critique-Administrative Cabinet/Emergency Response Team
5. Other

B. Long Term

1. Mental Health Counseling (monitor for post traumatic stress behavior)
2. Building security
3. Mitigation
4. Other

Short Term:

The post incident response team will include Superintendent, Principals, Building Maintenance Supervisor, Counselors, and Steuben County Post Incident Response Team. The Principals will ensure that counselors are available using the resource list in this plan. The custodial crew will secure any parts of the building that may have incurred damage or needs to be cordoned off for a criminal investigation. Custodians will also be critical to the building restoration activities. The Superintendent will document costs for restoration using both in-house material or contracted services. The team will review the incident and develop minutes, which will reflect areas for improvement in future events.

Long Term:

Building counselors will observe students and review with faculty any long-term stress that students or staff may exhibit. The Building Maintenance Supervisor will evaluate the facilities after an incident to determine if there is a need for additional safe guards such as surveillance cameras or additional lighting. They will also look to investigate any situations that may have caused or showed response actions to the event.

Section VII: Pandemic Influenza Plan

The Hammondsport Central School recognizes the severity of Pandemic Influenza. We are currently using Appendix 1-C from the New York State Pandemic Influenza Plan located at

http://www.health.state.ny.us/diseases/communicable/influenza/pandemic/docs/pandemic_influenza_plan.pdf until a comprehensive local assistance plan is developed by the State and local governments specifically for schools.

2020-21
PO 21-46

AGREEMENT

THIS AGREEMENT made effective the 1st day of September, 2020 by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Sheriff's Office Department, herein after called the "County", and **Hammondspport Central School**, a Central School District, with an address of PO Box 368, Hammondspport, NY 14843, hereinafter called the "Agent."

WITNESSETH:

WHEREAS, the County has sought to procure financial support for a School Resource Officer (SRO); and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** Scope of work is stated in Appendix "C" attached hereto and made a part hereof as if set forth in full.
2. **TERM.** The term shall be September 1, 2020 through June 30, 2021.
3. **CONSIDERATION.** Consideration shall not exceed \$35,000. This amount covers 180 days of work and includes 5.5% for workers' compensation and 7.65% for FICA/medicare. In addition to the aforementioned consideration, new or replacement uniform(s) and/or equipment items will be paid by the District to the County or the County vendor as needed by the SRO.
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

The Agent offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

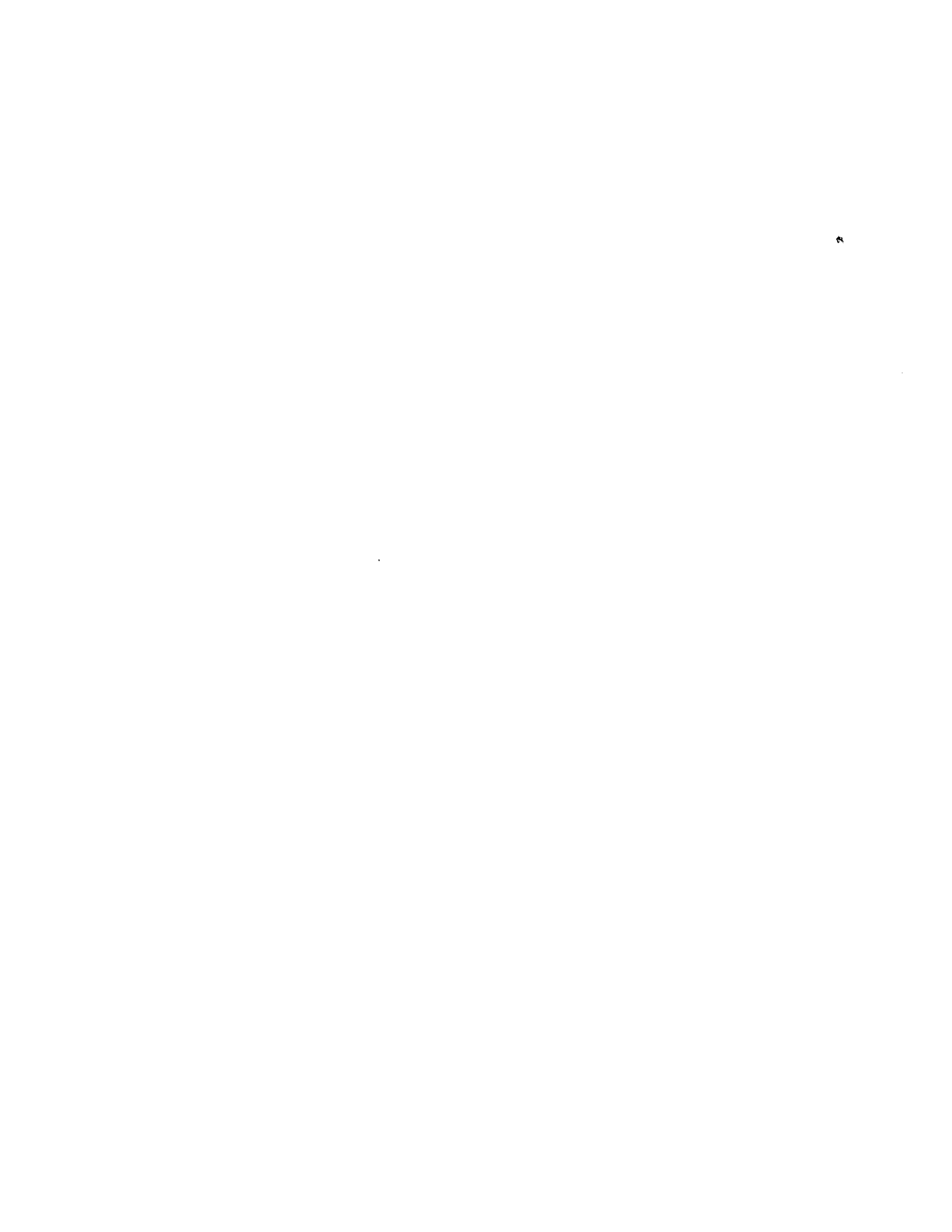
7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security, Affordable Care Act, or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.



12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF STEUBEN

BY: James Allard

Dated: 06/25/20

AGENT

BY: [Signature]

Dated: 6/19/20

Approved as to Form:

Craig Patrick
(Deputy) County Attorney

STATE OF NEW YORK
COUNTY OF STEUBEN) ss:

On this 19th day of June, 2020 before me, the undersigned, personally appeared Key C. Bowen to me known, who being by me duly sworn, did depose and say that he/she resides in Corning, New York; that he/she is the Sheriff of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

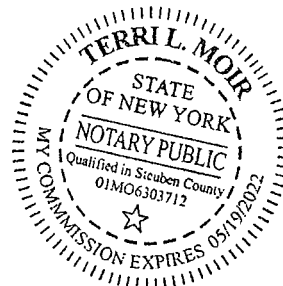
[Signature]
Notary Public

THERESA L. STOPKA
Notary Public, State of New York
No. 01ST6003229
Qualified in Steuben County
Commission Expires Feb. 23, 2022

STATE OF NEW YORK
COUNTY OF STEUBEN) ss:

On the 25 day of June in the year 2020 before me, the undersigned, personally appeared James Allard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public



Appendix A

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS , PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

APPENDIX B

INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

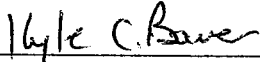
- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Sheriff's Office department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that

could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

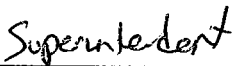
- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.



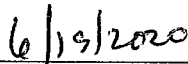
Agency Signature



Print name



Title



Date

APPENDIX "C"

Scope of Work

School Resource Officer for Hammondsport Central School

Role of the County and SRO.

- a. SRO will report directly to the County Sheriff or his/her designee;
- b. Provide for the security and safety of students, staff and visitors;
- c. Protect school property and maintain order in and around the school site;
- d. Attend Superintendent's hearings with students as requested by the District with the understanding the District has the sole role of disciplining students;
- e. Provide intervention between students and/or staff using appropriate techniques to calm and control situations;
- f. Under the supervision of the County Sheriff or his/her designee, and in coordination with the District's administration, investigate crimes and incidents occurring on and in the vicinity of school ground;
- g. To the degree permitted by New York State law, report violations of law, school rules, regulations or policies to the District's administration;
- h. Enforce governing New York State and Federal laws, rules and regulations and assist the District in meeting requirements mandated by New York State law;
- i. Act as liaison with police and other emergency personnel;
- j. Build relationships by being a liaison between the County Sheriff's Office and the District;
- k. To the extent permitted by New York State law, advise the District administration of any circumstance or situation that may create any potential harm to persons, or damage to, or loss of property;
- l. When appropriate and legally permissible, screen persons entering the building or school grounds. The level of invasiveness with respect to the screen shall be in the SRO's trained discretion and warranted under New York State Law;
- m. Become familiar with hidden recesses in the District's buildings and check them periodically;
- n. Be highly visible and maintain post integrity. The SRO may respond off post for school related incidents and/or will respond to priority calls when the SRO is the closest available unit;
- o. Question any individual not having appropriate identification to ascertain his/her status;
- p. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents;
- q. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regards to DWI's, weapons, sale of illegal drugs, etc.;
- r. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence prosecution;
- s. Educate potential school-age victims in crime prevention and safety;
- t. Develop or expand crime prevention efforts for students and
- u. The SRO will properly secure and maintain all County issued equipment.

