

**Wallkill Central School District**

**District-Wide**

**School Safety Plan**

**2023-2024**

**DRAFT**

## **I. Introduction**

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

## **Purpose**

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

## **Identification of School Teams**

The Wallkill School District has appointed a District-wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, administrators, parent organizations, school safety personnel and other school personnel. The members of the team and their positions or affiliations are as follows:

Kevin Castle	- Superintendent/Chief Emergency Officer
Brian Devincenzi	- Assistant Superintendent for Support Services
Joe LoCicero	- Board of Education President
Dave Bartolone	- Board of Education Member
Vincent Petrocelli	- Board of Education Member
Dustin Palen	- Board of Education Member
Gerry Marlatt	- Town of Shawangunk Police Chief
Ursula Petricek	- School Nurse Practitioner/School Medical Director
Stephen Rossi	- Building Maintenance Leader
Eric McCartney	- School Resource Officer
Joe Ryan	- Town of Plattekill Police
Mark Swain	- Wallkill Volunteer Rescue Squad
Scott Brown	- Principal of Leptondale Elementary School
Jennifer Gravelle	- HS Teacher Rep
Brea Bartolone	- HS Parent Rep
Anita Hoyt	- LES Teacher Rep (Intervention Specialist)
Amanda Ceely	- LES Parent Rep
Samanta Rivera	- CSEA Union President
Karen Bayer	- OES Teacher Rep
Elizabeth Santacroce	- OES Parent Rep
Stacey Wager	- JGBMS Teacher Rep
Trisha Richner	- JGBMS Parent Rep
Lori Williams	- PES Teacher Rep (Intervention Specialist)
Gabrielle Carubia	- PES Parent Rep

The Wallkill Central School District-wide School Safety Plan identifies the following sites of potential emergencies:

1. Wallkill High School
2. John G. Borden Middle School
3. Ostrander Elementary School
4. Plattekill Elementary School
5. Leptondale Elementary School

The District-Wide School Safety Plan is 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.

Each school shall have diagrams of building floor plans and site plans showing the following:

1. Inside/Outside Command Post and Alternates
2. Inside/Outside Student Assembly Areas
3. Inside/Outside Parent Areas
4. Inside/Outside Parent Release Areas
5. Outside Sanitation Areas
6. Outside Traffic Control Patterns
7. Press Area
8. Staging Area
9. Inside/Outside Student Assembly Areas
10. Alternate Shelter Site for Latecomers
11. Sanitized Area for Bomb Threats
12. First Aid Area
13. Inside/Outside Morgue Areas
14. Helicopter Landing Area



It is important to prepare a threat assessment strategy so that when a threat occurs, everyone will know there is a policy and understand what actions to take. Threats are alarming statements or behaviors that give rise to concern about subsequent violence. Among the possible components of threat assessment strategies are:

1. Identifying imminent warning signs for the potential of violent behavior (as found in Appendix A)
2. Establishing a response for mental health assessment for self-harm (as found in Appendix B)
3. Establishing a response to situations of potential violence in the schools (as found in Appendix C)

To identify threats, school officials are advised to:

- Focus on individuals' thinking and behavior as indicators of their progress on a pathway to violent actions. Avoid "profiling" or basing assumptions on socio-psychological characteristics. In reality, accurate "profiles" for those likely to commit acts of targeted violence do not exist. School shootings are infrequent and the great majority of individuals who happen to match a particular profile do not commit violent acts. In addition, many individuals who commit violent acts do not match pre-established profiles.
- Focus on individuals who pose a threat, not only on those who explicitly communicate a threat. Many individuals who make direct threats do not pose an actual risk, while many people who ultimately commit acts of targeted violence never communicate threats to their targets. Prior to making an attack, potential aggressors may provide evidence they have engaged in thinking, planning, and logistical preparations. They may communicate their intentions to family, friends, or colleagues, or write about their plans in a diary or journal. They may have engaged in "attack-related" behaviors: deciding on a victim or set of victims, determining a time and approach to attack, and/or selecting a means of attack. They may have collected information about their intended target(s) and the setting of the attack, as well as information about similar attacks that have previously occurred.

Once individuals who may pose a threat have been identified, ten key questions should guide the assessment of the threat:

- What motivated the individual to make the statement or take the action that caused him/her to come to attention?
- What has the individual communicated to anyone concerning his/her intentions?
- Has the individual shown an interest in targeted violence, perpetrators of targeted violence, weapons, extremist groups, murder or suicide?
- Has the individual engaged in attack-related behavior, including any menacing, harassing, and/or stalking-type behavior?



- Does the individual have a history of mental illness involving command hallucinations, delusional ideas, feelings of persecution, etc., with indications that the individual has acted-on those beliefs?
- How organized is the individual? Is he/she capable of developing and carrying out a plan?
- Has the individual experienced a recent loss and/or loss of status, and has this led to feelings of desperation and despair?
- Corroboration: What is the individual saying, and is it consistent with his/her actions?
- Is there concern among those that know the individual that he/she might take action based on inappropriate ideas?
- What factors in the individual's life and/or environment might increase/decrease the likelihood of the individual attempting to attack a target?

## **II. Prevention/Intervention Strategies**

1. Building level safety teams are to conduct a security assessment survey (in conjunction with fire and law enforcement personnel) to include items such as the school's physical plant and emergency procedures.
2. Requiring visitors to sign in and sign out and wear visitors' passes. The District utilizes a visitor management system.
3. Utilization of greeters in all buildings (equipped with a radio) to serve as an initial point of contact with visitors to the buildings.
4. Establishment of a closed campus policy during lunch.
5. Encouraging and establishing cooperative relationships with adjacent property owners of the school buildings to help monitor schools during off hours.
6. Hiring trained security officers at the High School and Middle School to assist in supervising and intervention in student behaviors.
7. Hiring intervention specialists who will be trained in conflict resolution, crisis intervention and restraint training.
8. Employment of outside security personnel for certain school functions.
9. Use of internal building radios for intra-school communication.
10. Formulation of anti-bullying procedures and programs within the schools. Teaching avoidance techniques and coping skills. Define what constitutes bullying activity (including physical, verbal, and psychological aspects of bullying) and communicate that definition to staff and students. Promote intervention as well as support services for victims.
11. Become aware of gang-related clothing, behavior, etc. through sharing of information with local law enforcement agencies.

12. Establish standards for how people should treat each other through in-school programs and classroom reinforcement.
13. Utilization of the New York State Police Safe Schools Programs (See Appendix D) for staff training.
14. Establish channels of communication between students and adults for students who feel alienated, isolated, or have low esteem. In addition, an anonymous reporting system is available.
15. Mold our schools around and incorporate into them the “Eleven Principles of Effective Character Education” (See Appendix E).
16. Use of video cameras in our school buildings.
17. Safety film installed in all buildings on first floor windows.
18. Elementary Intervention Programs:
  - Too Good for Drugs
  - Great Body Shop
  - DARE
  - Caught You Being Good
  - Fire prevention week
  - Positive Behavior Intervention Support (PBIS)
19. High School and Middle School Intervention Programs:
  - Positive Behavior Intervention Support (PBIS)
20. School Health Awareness Committee/Students Against Destructive Decisions
21. The District employs a Licensed Clinical Social Worker who provides drug prevention and intervention services to students in grades 7-12.
22. Restorative Circles at the High School
23. The elementary schools are staffed with Intervention Specialists whose duties include but are not limited to conflict resolution and mentoring of students who are bullied or harassed.
24. The Middle School is staffed with a Dean of Students, and 2 Guidance Counselors whose job responsibilities include but are not limited to conflict resolution and mentoring of students who are bullied or harassed.
25. The District contracts to have SRO’s at the middle and high school and SPO’s at the elementary schools.

### **Training, Drills and Exercises**

During the course of the school year buildings shall conduct site drills as well as participate in a county-wide drill in order to test building plans. These plans include procedures for contacting parents and guardians directly through a phone tree or via the media.

Training of supervisory personnel, security officers, SRO's (High School and Middle School) and SPO's (Elementary Schools) must play a prominent role in maintaining school safety. All New York State pre-employment coursework will be required of security officers and additional coursework for monitors and security officers shall be encouraged through District reimbursement of costs associated with this training. The hiring and screening for this position is performed by the Wallkill School District as per Civil Service and State Education Department requirements.

The five buildings in the Wallkill School District have Standing Building Safety Committees that shall review school security, resources, etc. and make recommendations to building-level and central administration for improvements each year.

Wallkill School District shall arrange to provide annual multi-hazard school training for staff and students. Training will include but not limited to table top drills, intruder drills, and other multi-hazard training for staff and students as deemed appropriate by the Board of Education and Superintendent.

**The job responsibilities for the security officers at the Middle School (1) and High School (2) are as follows:**

- a) Monitor hallways and cafeteria (during lunch).
- b) Routine checks of all exterior doors to ensure they are secure.
- c) Assists in the classroom when crisis situations require aid and to be on-call for potential crisis situations.
- d) Assists in conflict resolution sessions.
- e) Routine checks of the exterior of the buildings.
- f) Truant Officer

### **Vital Educational Agency Information**

The Wallkill Central School District's shall have located in the Superintendents' and Assistant Superintendent for Support Services' Office information on school population, number of staff, transportation needs, and the business and home telephone numbers of key school officials.

### **Hazard Identification**

Each school in the District shall identify in their building safety plans potential internal or external hazards and potential emergency sites. These hazards and sites must be clearly indicated on the buildings site plan and building map.



### **III. Response**

#### **Notification and Activation (Internal and External Communications)**

The following forms of communication are used by the Wallkill Central School District for informing all educational agencies within the District of a disaster or an act of violence:

1. Regular Telephone
2. FAX/E Mail
3. Cellular Phones
4. District Radio System
5. NOAA Weather Radio
6. Local Media/Radio/TV
7. School Messenger

#### **Situational Responses**

Definitions:

- Incident – An event that disrupts everyday functioning, but does not pose an immediate danger to life or property.
- Emergency - A dangerous event that disrupts everyday functioning but does not result in a request for assistance from state and/or federal government.
- Disaster - A dangerous event that causes significant human and or economic loss and demands a crisis response beyond the scope of any single agency or service.

#### **Multi-Hazard Response**

1. See Appendix F for types of incidents that must be reported to local law enforcement agencies.
2. See Appendix G for procedures for preservation of a crime scene.
3. Each school building shall be equipped with identified first aid and emergency resources which will be available for use during an emergency. In addition, a listing of emergency services, personnel and agencies (with telephone numbers) shall be listed in each school plan. Each school shall also have an Incident Command System chart designating individuals for each category of responsibility, as well as a list of staff trained in First Aid and CPR.
4. Administrators have been instructed on the critical aspects of the Incident Command System. Identified staff will receive training on an on-going basis for their assigned role in this system.

## **Responses to Acts of Violence: Implied or Direct Threats**

See Appendix H, Appendix I and Appendix J

## **Procedures for Obtaining Advice and Assistance from Local Government Officials**

When deemed appropriate, the Superintendent or his/her designee will contact the appropriate local government agency or agencies for advice or assistance during an emergency situation.

## **Arrangements For Obtaining Emergency Assistance From Local Government**

- When appropriate, The Wallkill Central School District will make use of the following local government agencies during emergencies:

Central Hudson (Gas Odors)	800-942-8274
Ulster County Congressional Offices	845-340-3900
Department of Environmental Conservation	845-256-3000
Ulster County Family Court	845-481-9430
Poison Control Center	800-222-1222
Ulster County District Attorney	845-340-3315
Ulster County Emergency Management	845-331-7000
Ulster County Health Department	845-340-3150
Ulster County Highway/Bridge Department	845-340-3100
Ulster County Mental Health Services	845-340-4000
Ulster County Safety Office	845-340-3410
Orange County FBI	845-220-4200
Orange & Rockland Utilities	877-434-4100
Orange County Risk Management	845-615-3600
Orange County Family Court	845-476-3520
Orange County American Red Cross	845-673-5693
Orange County District Attorney	845-291-2050
Ulster County Dispatch (Fire Control)	845-338-1440
Orange County Emergency Management	845-615-0400
Orange County Health Department	845-291-2332
Orange County Public Works	845-291-2750
Orange County Mental Health Services	845-291-2600
Orange County Division of Fire Services	845-374-1900

<b><u>AGENCY</u></b>	<b><u>CONTACT</u></b>	<b><u>PHONE</u></b>
Town Police-Newburgh	Chief Bruce Campbell	845-564-1100
Town Police-Plattekill	Chief Joseph Ryan	845-883-6373
Town Police-Shawangunk	Chief Gerry Marlatt	845-895-2317
State Police	Sergeant Nielson	845-691-2922
Town of Newburgh Supervisor	Gil Piaquadio	845-564-4552
Town of Plattekill Supervisor	Jennifer Salemo	845-883-7331 x11
Town of Shawangunk Supervisor	John Valk, Jr.	845-895-2900
Fire Dept. - Newburgh ( <i>Cronomer Valley</i> )	Chief Robert Dormann	845-564-2020
Fire Department – Plattekill	Chief Keith Kovacs	845-430-.3362
Fire Department – Modena	Chief Ken Meyer	845-591-6994
Fire Department – Wallkill	Chief Joe LoCicero	845-629-7842
Ulster BOCES – District Supt	Dr. Jonah Schenker (interim)	845-255-3040
St. Luke’s Cornwall Hospital	Information Desk	845-561-4400
Mobile Life	Dispatcher	845-562-4357

#### **District Resources Available For Use In An Emergency**

1. Orange County Transit: 36 Buses, 22 Vans, 3 Mini-Vans

2. District Owned Vehicles:

2011 Ford Pickup  
 2011 Chevy Silverado Pickup  
 2012 Chevy Express Van  
 2012 Chevy Express Van  
 2015 Ford D250XL  
 2016 Ford Transit  
 2017 Chevy Express Van  
 2018 Dodge Ram  
 2018 Chevy Van  
 2020 Ford Transit Van

3. Generators – 5

4. Defibrillators: According to New York State Law all schools must have a defibrillator and trained personnel. The location of the defibrillators is listed in each building’s Emergency Preparedness Book.



## **Protective Action Options**

### **(a) School Cancellation or Delay**

The cancellation or delay of the Wallkill Central School District educational programs shall take place pursuant to the established procedures. The Superintendent of Schools shall consult with the bus contractor, highway departments or other pertinent agencies in making this decision.

### **(b) Early Dismissal**

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. an impending blizzard). The decision to dismiss school early shall be made by the Superintendent or his/her designee. The bus contractor and building administrators are notified of the decision as well as local media and elementary parents via school messenger.

### **(c) Emergency Evacuation**

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. a hazardous materials spill). The decision to evacuate is made by the building principal or his/her designee. Once out of the building students will be assembled by class groups, or some other means, and at designated areas to be accounted for by staff members. In some cases, students will be taken to an alternative location off site. All students and staff shall remain outside the building until it has been deemed safe for them to return by local emergency responders and the school administration. If the decision is made to dismiss for the day, the conditions of section (b) apply.

### **(d) Sheltering**

Sheltering, inside the school, is implemented under conditions when it is safer for students and staff to remain inside the building than to evacuate or be dismissed early (e.g. a tornado warning). The decision to shelter students on site is made by the building administrator or his/her designee. Where to shelter students and staff on site will depend upon the nature of the emergency. During a high wind advisory or tornado warning, for example, sheltering should take place at the building's lowest level in interior rooms or corridors (preferably away from windows & doors). Other emergencies may call for students and staff to remain where they are (i.e. lockdown). A similar code system will be in place to inform staff members what actions to take. If the sheltering period is to be extended more than a few hours, arrangements to meet basic human needs (toilet facilities, water, food) will be accounted for.

Sheltering off site may be required when students and staff cannot remain in the building or on school grounds but also cannot be dismissed. Such conditions require that an alternative site be available and that a means of moving or transporting students be arranged.

#### **IV. Recovery**

##### **A. After the Crisis:**

1. Superintendent/Designee assess the degree of support needed.
2. Notify BOCES in order to activate County Crisis Plan (if necessary).
3. Designate a person to handle crowd control. (Incident Commander)
4. Gather staff together before dismissal for the day in order to provide an update. (Information Officer). Plan for deployment of support staff for the next day.
5. Assign a district spokesperson to deal with the media. (Information Officer)
6. Assess the needs of community, e.g., community meetings to disseminate information, contacting PTO's to provide food and babysitting services for affected families.
7. Provide an early morning debriefing meeting for the next day for all the support service providers and appropriate internal staff. (Through Ulster County BOCES)
8. Assign counselors to buildings. (Asst. Supt. for Special Education and Intervention Services)
9. Assign staff members to visit hospitals, e.g., nurses. (Asst. Supt. for Special Education and Intervention Services)
10. Provide a press release (if appropriate). (Information Officer)
11. Monitor needs as the day progresses and modify accordingly, e.g., if a student is critical and should die during the school day. (Asst. Supt. for Special Education and Intervention Services)
12. Determine need to designate individuals to attend funerals. (Asst. Supt. for Special Education and Intervention Services)
13. Continually apprise key people of the status of the situation as it changes. (Information Officer)
14. Hold an end of day session with counselors and staff to assess needs for the next day. (Incident Commander)
15. Repeat this process of holding meetings in the morning and at the end of the day. Hold meetings until it is determined that the crisis stage is over. Anticipate long-term effects on children, staff and community. The initial crises may give you an inaccurate read of the needs of your district since people are in shock. (Asst. Supt. for Special Education and Intervention Services)

##### **B. District Office, under the direction of the Superintendent, shall facilitate the coordination of disaster Mental Health Resources by interfacing with the State Emergency Management Office, the New York State Office of Mental Health, and the American Red Cross.**

The Wallkill Central School District is committed to preserving a safe, secure, healthy environment for our students and employees. Through a joint collaborative effort, the District shall also be prepared in case that environment is ever compromised.

## **Situational Responses**

### **Multi-Hazard Response Protocols**

- Wallkill Central School District has developed multi-hazard response plans for the following emergency situations:

<b>Hazard Category</b>	<b>Type</b>
Civil Disturbance	Bomb Threat Intruder Alert Hostage Taking/Kidnapping Physical Assault or Threat
Weather Emergency	Flood Snow/Ice Storm Tornado Warning/Thunder/Lightning Storm
Building Structure Emergency	Hazardous Materials Incident Fire Gas Leak System Failure Structural Failure
Medical Emergency	Sick/Injured Person Mass Illness/Epidemic



## **PANDEMIC RESPONSE PLAN**

### a. Designation of Essential Staff Functions in the Event of a Public Health Emergency

<b>Position / Title</b>	<b>Brief Description</b>	<b>Specific purpose for which certain functions are considered essential</b>
Buildings & Grounds	Maintenance Staff and Grounds Staff	Needed to maintain the physical facilities (grounds, heat, HVAC, sewer, plumbing, etc.) Grounds staff can also be utilized in the buildings for cleaning if needed
Buildings & Grounds	Custodial staff	Needed to maintain the cleanliness and sanitization of the building at all times
Buildings & Grounds	Mail Clerk	Critical to the day-to-day delivery of mail and packages resulting in the dissemination of information to the staff and community. Additionally, this individual is required to perform routine cleaning and sanitization of District buildings
Food Service	Cafeteria contracted workers	Needed for the delivery of meals in the event we are required to provide meals to students who request them
Clerk Typist / Senior Clerk Typist	Clerical support staff	Needed for the support of teaching and administrative, answering parent phone calls, processing purchase orders and other clerical responsibilities
Business Office	Account Clerks, Treasurer and general office staff	As needed for the processing of Accounts Payable, Accounts Receivable, Payroll, Tax Collection, Registration of Students, Routing of students on buses and general office work that requires interaction with the public via the phone or potentially in-person
Administrators	Building and Central Office Administrators	Critical to the day-to-day operations of the District, including support for remote instruction.
Information Technology Department	IT support	Support technology needs for the daily instruction of students and staff, including support for remote instruction.
Nursing Staff	Nurses	Support the medical needs of our students and staff as well as assist with the socio emotional needs of staff and students in event of a major crisis
Teachers, Counselors, Social Workers, and Other Student Support Professionals	Instructional Staff	These individuals are responsible to provide instruction and support to our students and staff.
Other Critical Non-Instructional Staff	Teaching Assistants and Teacher Aides	They assist with the management and supervision of students. Some may serve in an instructional capacity as needs arise (shortage of substitute teachers) or as part of their regular schedule (one on one aide for special needs students)

b. Any employees deemed to not be performing essential functions will be surveyed to determine what technology requirements they may need to complete work-related activities. Any employee not performing an essential function who requires a computer to complete their work-related activities will be supplied one as a loaner from the Technology Department. It will be the responsibility of the employee to maintain said device and return it to the District upon their return to work.

c. To the extent possible, the District will stagger work shifts of employees and food contractors performing essential functions. In order to plan and maintain the safest environment possible, employees will be required to sign up in advance in a manner designated by the District indicating the location and hours working in the building. All entrances will be locked and monitored. Employees will utilize their access cards for entrance which documents their arrival on premises. Visitors will not be allowed into District buildings

d. The District has purchased both cloth and disposable masks to supply students and staff if needed. In addition, the District has purchased all other recommended PPE products for staff that may be required. The District will evaluate its inventory on a bi-weekly basis to determine if more PPE supplies are required to be ordered. The District will maintain sufficient protective equipment in a quantity sufficient to provide PPE to each employee performing essential functions during any given work shift. The District is part of a CoSer through Ulster BOCES for the purchase of PPE products as well as purchasing products from other vendors that have supplied us with PPE products and being part of a Cooperative purchase agreement that has PPE dedicated resources already approved for purchase. All PPE will be stored at a location that is easily accessible to distribute to all buildings should the need arise. The location is a temperature-controlled environment that allows for safe storage of all PPE products.

e. • ***Protocol for student or staff who may exhibit symptoms of disease***

- Staff member will contact the health office that they are sending a student to the health office
- Sign to be placed on outside of health office door stating to please wait here before entering. If there are several students waiting to see the nurse, arrangements will be in place to have students wait at least 6 feet apart.
- Students will be met outside the health office by a nurse before entering
  - If student needs general first aid (e.g., band-aid, ice pack, etc..) a screening does not need to occur
- The nurse will do the following if student states they do not feel well:
  - Conduct a temperature check
  - Ask a brief series of questions to screen for the disease
  - Assess whether any chronic health conditions the student may have present the same symptoms as the disease but are neither contagious nor pose a public health threat
- If the student clears the screening, then the student will enter the health office
- ***If the student has symptoms of the disease that are unrelated to his/her chronic health condition the following will occur:***
  - The student will be given a mask (if they do not have one) and be brought to the designated isolation room
  - The nurse will contact the District-Wide nurse practitioner
  - The student will remain in the isolation room until they are released to a parent/guardian



- The nurse/District-Wide nurse practitioner will begin asking a series of questions to assist with potential contact tracing and follow-up questions
- The student will be released to their parent/guardian and instructed not to return until they have been cleared by a medical professional
- Please note the same protocol will be followed for a staff member who is exhibiting signs or symptoms of the disease
- ***Protocols for a student with a potential exposure to the disease or a confirmed case of the disease and return to in-person learning***
  - The District-Wide nurse practitioner will gather all pertinent information and contact the Assistant Superintendent for Support Services
  - The Assistant Superintendent for Support Services will brief all appropriate District staff
  - The Assistant Superintendent for Support Services and the District-Wide nurse practitioner will contact the County Health Department and share all pertinent information
    - The District will work with County Health Officials to determine the best course of action
      - Return to in person learning for the student who was exposed to the disease or has a confirmed case of the disease will involve a consultation between the District-Wide nurse practitioner and local health department officials
      - In general, individuals should be sent to their primary care physician for a health screening. If they are not diagnosed by their physician or test negative the student can return 24 hours after symptoms, including the fever subsiding. If they test positive or are otherwise diagnosed with the disease, the student will need to isolate for at least 10 days from the initial onset of symptoms and need to be symptom free for at least 3 days.
      - School will maintain a list of students whom the individual may have been in contact with (e.g. – classroom seating chart, bus seating if applicable, cafeteria, etc...) which will assist with contact tracing of the disease to identify those who may have been exposed
  - ***The same above procedures will be followed if there is a potential exposure to the disease or a confirmed case of the disease with staff***
- ***Protocols for Cleaning during a Pandemic (Please note these cleaning guidelines may not be applicable to all communicable disease outbreaks and will be adjusted according to guidelines provided to the District)***

### ***Daily Cleaning Guidelines – During a Pandemic***

The District will comply with CDC school reopening guidance for cleaning and disinfections. Students will not be present when disinfectants are in use and will not partake in cleaning and/or disinfection activities. The District will maintain logs that include the date, time and scope of cleaning and disinfection in a school or area.

1. Throughout the day the following must occur
  - a. Day custodians all must have a spray bottle to utilize to do the following throughout the day:



- i. All door handles cleaned
  - ii. Wipe down railings where applicable
  - iii. Wipe down tabletops where applicable
  - iv. Light switches cleaned
  - v. All exterior doors cleaned (both inside and outside)
  - vi. Cafeteria doors cleaned
  - vii. Cafeteria tables/desks to be cleaned after each service
  - viii. Gymnasium doors cleaned
  - ix. Clean high touch glass areas
  - x. Bathrooms cleaned each hour
- b. Night Custodians
  - i. All desktops, desk partitions, countertops and tables are to be cleaned daily with the following procedures:
    - 1. Use soap and water first
    - 2. Then use disinfectant solution
  - ii. Light switches in each room/area (gymnasium, etc...) are cleaned
  - iii. Phones and keyboards wiped down
  - iv. All door handles are cleaned
  - v. All faucets and sinks are cleaned
  - vi. All uninvent tops cleaned daily
  - vii. All bathrooms are cleaned
    - 1. Toilets
    - 2. Sinks
    - 3. Door handles in stalls
    - 4. Door handles entering and exiting the bathrooms
  - viii. All exterior doors are cleaned
  - ix. Clean high touch glass areas
  - x. Nursing offices deep cleaned nightly
  - xi. Offices desktops cleaned nightly

### ***Cleaning Procedures for Areas that Need to be Disinfected***

- Close off areas used by the individual who is suspected or confirmed to have the disease
- Open outside doors and windows to increase air circulation in the area
- If feasible, wait 24 hours before cleaning and disinfecting all affected areas
  - Follow cleaning guidance document (based on CDC guidelines) to clean and disinfect all areas of potential exposure
- Once affected area(s) have been cleaned and disinfected, the area(s) may be reopened for use

f. Employees and food contractors performing essential functions will have their hours and work locations, including off-site visits, documented for the purpose of contact tracing in a manner designated by the District. In the event someone is working remotely and contracts the communicable disease the District will be notified by the local Department of Health. Additionally, in consultation with the local health department contact tracing will commence to assist the Department of Health with tracking of the disease.

# Grades K-12 Remote Learning Handbook

**WALLKILL** Central School District

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# REMOTE LEARNING PREFACE

Remote learning provides an opportunity for students and teachers to remain connected and engaged with the content while working from their homes. The key to success in remote learning is flexibility and consistency. Having a consistent daily meeting time, schoolwork calendar, and office hours allows students and parents to plan accordingly.

Remote Learning is designed to provide students with an engaging online learning experience that includes clear expectations and outcomes. The learning experience will include online and offline learning activities\* that are aligned with the New York State Learning Standards. This may include instructional videos, live and recorded sessions, and/or online resources. Off-line resources may also be provided. The work in each content area can be found on District approved learning platforms such as: Schoology, SeeSaw and/or Microsoft Office 365. Classroom teachers will announce the platform they will be using and will be able to help if necessary.

## **Asynchronous: Students learn at different times**

- Communication is not live
- Possibly more convenient and flexible
- Allows students to work at their own pace
- Recorded and Pre-recorded lessons may be reviewed multiple times as needed
- Schoology/Microsoft Office 365

## **Synchronous: Students learn at the same time.**

- Communication happens in real time (live)
- Allows for instant feedback and clarification
- Zoom/Schoology/Teams Conference
- Students will follow their normal schedule. Students will sign on to the learning platform assigned to them by the classroom teacher. (See Appendix A, B and C for elementary, middle school and high school schedules)

## **Office Hours**

- Designated times for teacher to be available to students and parents
- Possible uses could be 1:1 or small group support (4-5 students)
- Teacher collaboration/communication

*\*Note: In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.*



# DISTRIBUTION OF ONE-ON-ONE DEVICES AND INTERNET CONNECTIVITY ACCESS

At the beginning of each school year all students will be provided a 1 to 1 device. During the school year, students will be provided a loaner/replacement device, if needed. Additionally, at the beginning of each school year a letter will be sent home to families inquiring if they are in need of an internet connectivity device (e.g. Mi-Fi) along with the Digital Resource Survey to identify the families that may require an internet connectivity device. The district will provide an internet connectivity device to any family that has such a need (See appendix G for Sample Letter and Survey).

Although all of the students will be provided a 1 to 1 device as well as an internet connectivity device (if needed) any student for whom remote instruction by digital technology is not available or appropriate will be provided learning materials consistent with the materials provided to other students on that day. Each case will be addressed on an individual basis.

## STUDENT SUPPORTS

School psychologists, school social workers, and guidance counselors will collaborate with classroom teachers to meet the social/emotional needs of all students and are available for parents to speak to if you have any questions or concerns.

## COMMUNICATION AND EXPECTATIONS

Communication between the teacher, student and parent is critical for success. The teacher will establish office hours and other available times that they will set aside to meet virtually with students and parents. Zoom, Email, learning platforms, letters sent home and phone calls are all ways in which the teacher may communicate.

Assignments will be expected to be turned in on due dates and students will receive feedback from the teacher in a timely manner.

It is important that students understand their responsibility as learners who engage in their classrooms each day. In addition, they are responsible for the same regulations that are in the building Code of Conduct. This includes appropriate on-line behavior when working within the learning platform and during live classes.

### **Student Communication**

- Students will communicate during scheduled times
- Students will use platforms predetermined by the teacher
- Students will show evidence of participation in completing assignments and attending live sessions

## **Student Responsibilities**

- It is expected that students and parents will not record remote learning sessions or content in any way, including, but not limited to, taking videos, photos or screenshots. Remote learning sessions and content will not be shared on any social media platform or other similar means.
- Create a space and dedicated time for learning
- Wear attire acceptable for school (during online conferences)
- Follow class schedule and be punctual to be their productive best
- Seek help when needed (by teachers, principal, etc...)
- Log into the classrooms daily – (If emergency days are extended for a duration)
- Demonstrate learning with completion of assignments by established deadlines
- Engage in class conversations and focus on instructional videos, etc.
- Watch all instructional videos before completing assignments
- Communicate with their teacher – look back at assignments the teacher has reviewed and commented on
- Follow the Code of Conduct and demonstrate acceptable online behaviors
- Collaborate with peers using respectful language and behaviors
- Use equipment as outlined in the Acceptable Use Policy
- Support each other in this new way of learning
- Be patient with themselves and their teachers- everyone is learning together

## **Attendance**

- The district's attendance policy will be followed
- Attendance at all classes is expected
- Teachers will take attendance for each subject
- Notify teacher of need for absence from class
- Contact teacher for missed assignments
- Missed assignments must be made up by established deadlines

## **Extra support needed (such as setting up a 1:1 time slot)**

- Refer to your schedule to know when your teacher will be online for extra help
- For faster response, reach out during teacher Office Hours

## **If a Teacher is Absent**

In the event a teacher is absent on a remote learning day, the district will make every attempt to provide synchronous learning by a certified substitute teacher. However, if a certified substitute teacher is not secured, students will be provided asynchronous learning. The teacher that is absent will be responsible to provide the materials to the students if the absence is short term.



# SCHEDULE

The Remote Learning Plan will be done full time at home and consist of daily live substantive and meaningful interaction between the teachers and students. The on-line learning experience will be standards-based and will include high quality rigorous instructional opportunities and learning experiences.

A remote learning schedule for emergency use days will be provided to parents/guardians, students, faculty, and staff. The schedule will be the letter day originally designated for that day. (See Appendix A, B and C for elementary, middle school and high school schedules)

## SCHEDULE DETAILS

The instructional delivery methodology will be determined by the teacher to ensure that the instruction being delivered is aligned with the NYS Learning Standards.

Below is the Instructional Time Frames that outlines the maximum amount of time teachers will be providing live instruction in the core areas and for office hours. Teachers will communicate their day-by-day schedule with students at the beginning of the school year.

### **Essential Elements for Remote Instruction on Emergency Use Days:**

The teachers will provide students with synchronous instruction remotely from home. The instruction will consist of live interaction between the teachers and students. The online learning experience will be standards based and will include high quality rigorous instructional opportunities and learning experiences. It is important to note that the hours of instructional time are not defined as a student's time spent in front of the teacher or in front of a screen, but time engaged in standards-based learning under the guidance and direction of a teacher.

### **Number of Instructional Hours Designated for Each Day Spent in Remote instruction**

Elementary – 5.5 Hours

Middle School – 5.53 Hours

High School – 5.6 Hours



## SPECIALS – ELEMENTARY LEVEL (ONLY)

Students will follow the A-F day schedule for specials. The special schedule will be shared with the parents/students by the classroom teacher. The Art, Music, PE, and Library teachers may also post lessons to the district website. Please see the district website for the designated letter day.

## SPECIAL EDUCATION

During Remote Learning, our special education staff (which includes special education teachers, teacher assistants (TAs) speech and language pathologists, social workers, school psychologists, occupational therapists, and physical therapists) will provide special education services using a variety of different strategies and online platforms based on an individual student's needs. Individualized materials will be used to meet the needs of each student based on their Individualized Education Plan (IEP). Special education staff will collaborate with families.

## ACADEMIC INTERVENTION SERVICES (AIS)

Intervention services will be provided to students as originally scheduled for that day. Parents/guardians will be notified if their child qualifies for extra help to meet or continue his/her progress toward meeting the state standards. The goal of AIS is to provide targeted instruction necessary for students to meet grade-level proficiency. During emergency remote learning, the reading or math specialist will give live instruction via Zoom. The link and the schedule will be shared with the parents/students by the classroom teacher.

## ENGLISH AS A NEW LANGUAGE (ENL)

The ENL teacher will provide supports for students that meet the needs based on state regulations. The teacher will work with the classroom teacher to create and provide a schedule. The link and the schedule will be shared with the parents/students by the classroom teacher.

## GRADING

Teachers will use the district wide report card to assess student progress in each content area.

- Teachers will seek to provide students feedback and grade assignments in a timely manner
- Teachers will monitor student progress and report such to parents.
- Teachers will use their current grading system to determine report card grades as well as district policies.

# TECHNOLOGY

## **District Approved Technology Tools:**

- Microsoft 365
- Zoom
- Schoology
- See Saw

## **Additional Distance Learning Tools**

### WCSD Secondary Online Resources

- Castle Learning
- vocabulary.com
- IXL
- nearpod
- formative
- Bloom's Literature
- Gale Biography
- Gale Science
- Gale US History
- Newsela –teacher can access materials, no student data
- STAR
- McGraw-Hill
- Pearson
- DataMate
- Noodle Tools
- PQ e library

# APPENDIX A

## Remote Learning Schedule for Emergency Use Days

### Elementary Schools

8:30 a.m. – 9:00 a.m.

Office Hours

9:00 a.m. – 3:00 p.m.

Students will sign on to the learning platform assigned to them by the classroom teacher at 9:00 a.m. The teacher will provide the students the livestream schedule for the day.

3:00 p.m. – 3:30 p.m.

Teacher Planning Time



# APPENDIX B

## Remote Learning Schedule for Emergency Use Days

### **John G. Borden Middle School**

Office Hours	7:30 a.m. – 8:30 a.m.
Period 1	8:45 a.m. – 9:20 a.m.
Period 2	9:23 a.m. – 9:58 a.m.
Period 3	10:01 a.m. – 10:36 a.m.
Period 4	10:39 a.m. – 11:14 a.m.
Period 5	11:17 a.m. – 11:52 a.m.
Period 6	11:55 a.m. – 12:30 p.m.
Period 7	12:33 p.m. – 1:08 p.m.
Period 8	1:11 p.m. – 1:46 p.m.
Period 9	1:50 p. m. – 2:25 p.m.

**Note:**

***Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.***

# APPENDIX C

## **Remote Learning Schedule for Emergency Use Days**

### **Wallkill Senior High School**

Office Hours	7:30 a.m. – 8:30 a.m.
Period 1	8:45 a.m. – 9:20 a.m.
Period 2	9:23 a.m. – 9:58 a.m.
Period 3	10:01 a.m. – 10:36 a.m.
Period 4	10:39 a.m. – 11:14 a.m.
Period 5	11:17 a.m. – 11:52 a.m.
Period 6	11:55 a.m. – 12:30 p.m.
Period 7	12:33 p.m. – 1:08 p.m.
Period 8	1:11 p.m. – 1:46 p.m.
Period 9	1:50 p. m. – 2:25 p.m.

**Note:**

***Students will follow their normal schedule following the above times. Students will sign on to the learning platform assigned to them by the classroom teacher.***

# APPENDIX D

## Faculty-Staff Procedures to Pivot To Remote Learning

### Faculty/Staff

#### Procedure to Pivot to Remote Instruction Due to Emergency Conditions

*If a building or the District needs to pivot to remote instruction due to emergency conditions, the following steps will be taken to ensure a smooth transition:*

1. *Superintendent of Schools/Designee will send out an all-call (voice call and/or text message) informing parents and employees that a building(s) or District will pivot to remote learning for a specified date(s) and reason. In addition, information will be posted on the District's website, radio stations, and television stations.*
2. *The Building Principal will send out a follow up all-call and/or email to parents via School Messenger informing them of the pivot and will include directions for students to access remote learning. The directions will include:*
  - *A reminder that students will follow the remote learning bell schedule/instructional schedule, and that more information can be found on the school's website.*
  - *Students should access the Zoom link for their classes through Schoology or any other District approved platform that has been provided to the students by their teacher.*
3. *Faculty/Staff will be notified if they need to report to the building or if they will work from home.*

***Please note:*** *This is dependent on the reason as to why the building or District is pivoting to remote instruction.*

- *Teachers will need to communicate to students in advance where the Zoom link or other District approved platform will be posted if a pivot to remote learning is necessary (example: Schoology).*
- *Teachers will remind students that they need to bring school-issued Chromebooks home daily.*
- *Teachers will instruct live via a District approved platform (e.g. Zoom) and need to ensure that they have the technology at home to do so.*
- *Instruction will be synchronous.*
- *Attendance will be taken.*
- *The schedule will be the letter day originally designated for that day.*
- *At the secondary level, related service providers and guidance counselors will provide student support as scheduled for the day.*
- *At the elementary level, special area teachers/related service providers will provide the classroom teachers the link to access the special area/related service provider lessons.*



- *Teaching assistants and teacher aides will follow his/her normal schedule for the day and/or follow a schedule assigned by the building principal.*
- *Office staff will perform their daily duties and/or perform duties assigned by the building principal.*

*Please review this information carefully. It is imperative that we communicate to our students where they will be able to access live instruction if a pivot to remote instruction is necessary.*

# APPENDIX E

## Parent-Guardian Procedures to Pivot to Remote Learning

### Parents/Guardians

#### Procedure to Pivot to Remote Instruction Due to Emergency Conditions

*If a building or the District needs to pivot to remote instruction due to emergency conditions, the following steps will be taken to ensure a smooth transition:*

4. *Superintendent of Schools/Designee will send out an all-call (voice call and/or text message) informing parents and employees that a building(s) or District will pivot to remote learning for a specified date(s) and reason. In addition, information will be posted on the District's website, radio stations and television stations.*
5. *The Building Principal will send out a follow up all-call and/or email to parents via School Messenger informing them of the pivot and will include directions for students to access remote learning. The directions will include:*
  - *A reminder that students will follow the remote learning bell schedule/instructional schedule, and that more information can be found on the school's website.*
  - *Students should access the Zoom link for their classes through Schoology or any other District approved platform that has been provided to the students by their teacher.*
6. *Additional information for parents/guardians:*
  - *Teachers will communicate to students in advance where the Zoom link or other District approved platform will be posted if a pivot to remote learning is necessary (example: Schoology).*
  - *Students will need to bring school-issued Chromebooks home daily and/or as directed by the classroom teacher.*
  - *Teachers will instruct live via a District approved platform (e.g. Zoom).*
  - *Instruction will be synchronous.*
  - *Attendance will be taken.*
  - *The schedule will be the letter day originally designated for that day.*
  - *At the secondary level, related service providers and guidance counselors will provide student support as scheduled for the day.*
  - *At the elementary level, special area teachers/related service providers will provide the classroom teachers the link to access the special area/related service provider lessons.*

# APPENDIX F

## **SAMPLE COMMUNICATION LETTERS**

1. Sample Parent/Guardian letter from Assistant Superintendent for Support Services –  
Emergency Day Use Information
  - Email annually beginning of December
2. Sample Faculty/Staff memo – Procedure to Pivot to Remote Instruction Due to  
Emergency Conditions
  - Email annually mid-December
3. Sample Parent/Guardian letter from Superintendent– Procedure to Pivot to Remote  
Instruction Due to Emergency Conditions
  - Email home when two (2) emergency days remain



# WCSD



Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589

(845) 895-7102, Fax: (845) 895-3630

*Brian Devincenzi*

*Assistant Superintendent for Support Services*

December xx, 202x

Dear Parents and Guardians,

As we prepare for the 202x-2x winter season, we wanted to share with families how emergency days will work this school year. Starting with the 2022-23 school year, the New York State Education Department has passed a regulation allowing school district to shift to remote instruction in lieu of using an emergency day. **The District has allocated # (#) emergency days as part of the 202x-202x school calendar and our plan is to use these days, if needed. Should the District exceed the # (#) allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.**

Prior to the District exceeding the allocated emergency days, we will provide families with information regarding the implementation of remote instruction if the need arises.

In the event the District is required to utilize an emergency day, an emergency delay, or pivot to remote instruction, we will continue to utilize the radio, television, our website, and text message (if opted-in) to notify families. For further information on weather closing and delay information, please use the link on the District homepage.

If you have any questions, please contact your child's building principal.

Sincerely,

Brian Devincenzi  
Assistant Superintendent for Support Services

BD/sh



Kevin Castle  
Superintendent of Schools

TO: Faculty/Staff

FROM: Kevin Castle

DATE: "Date"

RE: Procedure to Pivot to Remote Instruction Due to Emergency Conditions

As you are aware, the Board of Regents approved an amendment to §175.5(e) of the Commissioner's regulations that permanently allows the use of remote instruction in lieu of closing due to an emergency condition. The District has allocated # emergency days as part of the 202x-202x school calendar and our plan is to use these days, if needed. Should the District exceed the # allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.

Attached please find a document titled "Procedure to Pivot to Remote Instruction Due to Emergency Conditions" and the remote learning bell/instructional schedules for the high school, middle school, and elementary schools. It is important to note that the delivery of instruction will be synchronous (live) using a District approved platform (e.g. Zoom). Therefore, it is important that your students are well informed ahead of time on how to access "live" remote instruction if the need arises. Please see the District-Wide Safety Plan for additional information regarding remote instruction.

If you have any questions or concerns, please contact your Building Principal.

Attachments (Include Appendix A, B, C and D)

# WCSD



Anthony White  
Assistant Superintendent  
for Educational Services

Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589

(845) 895-7101, Fax: (845) 895-3630

Kevin Castle  
Superintendent of Schools

Tara Rounds  
Assistant Superintendent  
for Special Education and Intervention Services

Brian Devincenzi  
Assistant Superintendent  
for Support Services

"Date"

*Dear Parents/Guardians,*

*As you are aware, the District has allocated six (6) emergency days as part of the 2022-2023 school calendar and our plan is to use these days, if needed. To date, the District has used # emergency days. Should the District exceed the six (6) allocated emergency days, we will pivot to remote instruction rather than close school for the day. In doing so, the District will not have to take days away from Spring Recess.*

*Attached please find a document titled "Procedure to Pivot to Remote Instruction Due to Emergency Conditions" and the remote learning bell/instructional schedules for the high school, middle school, and elementary schools. It is important to note that the delivery of instruction will be synchronous (live) using a District approved platform (e.g. Zoom). Therefore, it is important that your child is aware of how to access "live" remote instruction if the need arises. Please note, your child's teacher(s) should have already provided this information to them. Please see the District-Wide Safety Plan for additional information regarding remote instruction.*

*If you have any questions or concerns, please contact your Building Principal or child's teacher. Furthermore, if you do not have access to internet connectivity, please call 845-895-7145.*

*Sincerely,*

*Kevin Castle  
Superintendent of Schools*

*Attachments (Include Appendix A, B C, and E)*

*KC:kc*



# APPENDIX G

## Digital Resource Survey Information

WCSD



Wallkill Central School District, 1500 Route 208, PO Box 310, Wallkill, New York 12589  
(845) 895-7103, Fax: (845) 895-8053

*Anthony White, Assistant Superintendent for Educational Services*  
[awhite@wallkillcsd.k12.ny.us](mailto:awhite@wallkillcsd.k12.ny.us)

Dear Parent/Guardians,

The New York State Education Department (NYSED) is asking parents/guardians to complete a Digital Access Survey for **every** student in their family in grades K-12 annually.

The survey consists of nine questions created by NYSED. All questions must be answered for a survey to be considered complete. One survey is to be filled out for **each** child you have enrolled in the district.

### **How to Complete the Survey for Elementary, Middle and High School Students:**

We are requesting that parents complete the survey through the parent portal.

To access the survey, you can use either the SchoolTool Mobile App or the SchoolTool Website. **The mobile app is the fastest way to complete the survey and you will be able to finish in under one minute.**

[Option 1: SchoolTool Parent Portal Mobile App Directions](#)

[Option 2: SchoolTool Parent Portal Website Directions](#)

If you do not have a SchoolTool parent portal account, now's a good time to sign-up, as SchoolTool provides parents with important information about their students, such as grades, assignments, and attendance. [SchoolTool parent/guardian enrollment information.](#)

If you need help answering the questions please refer to guidance [HERE](#).

Thank you for taking the time to complete the Digital Equity Survey.

Sincerely,

Anthony White

# Cybersecurity Incident Response Plan

## PURPOSE

The Wallkill Central School District, a trusted public education provider to K-12 students in Ulster and Orange Counties, stores information related to students, staff, and internal business operations, as well as manages and maintains technical infrastructure required to house and maintain this information.

Additionally, Wallkill Central School District contracts with the Mid-Hudson Regional Information Center (MHRIC), and vendors of digital services and products to manage and maintain this data and infrastructure.

This Cyber Security Incident Response Plan outlines the procedures Wallkill Central School District uses to detect and respond to unauthorized access or disclosure of private information from systems utilized, housed, maintained or serviced by Wallkill Central School District. More specifically, this plan defines the roles and responsibilities of various staff with respect to the identification, isolation and repair of data security breaches, outlines the timing, direction and general content of communications among affected stakeholders, and defines the different documents that will be required during various steps of the incident response.

Wallkill Central School District also implements practices designed to proactively reduce the risk of unauthorized access or disclosure, such as training staff with respect to legal compliance requirements, following appropriate physical security and environmental controls for technical infrastructure, and deploying digital security measures such as firewalls, malware detection and numerous other industry standard systems.

In the event of a cyber security incident, Wallkill staff have been trained to expeditiously deal with the matter. Wallkill staff are trained on a yearly basis to recognize anomalies in the systems they regularly utilize, and to report any such anomalies as soon as possible to the Incident Response Manager so the Incident Response Team can be mobilized. Throughout the year the Incident Response Manager and members of the Incident Response Team are kept up to date on the latest security threats and trained in modern techniques of incident remediation.

The availability and protection of the information resources managed by the systems we maintain is of paramount importance to our school district and will always be a core value of our organization.



## DEFINITIONS

### **Cyber Security Incident**

A Cyber Security Incident is any event that threatens the confidentiality, integrity or availability of the information resources we support or utilize internally, especially sensitive information whose theft or loss may be harmful to individual students, our partners or our organization.

### **Incident Response Team (IRT)**

The IRT is made up of experts across different fields in the organization whose charge is to navigate the organization through a Cyber Security Incident from the initial investigations, to mitigation, to post incident review.

### **Incident Response Manager (IRM)**

The IRM oversees all aspects of the Cyber Security Incident, especially the IRT. The key focuses of the IRM will be to ensure proper implementation of the procedures outlined in the Cyber Security Incident Response Plan, to keep appropriate Incident Logs throughout the incident, and to act as the key liaison between IRT experts and the organization's management team. At the conclusion of a Cyber Security Incident, the IRM will conduct a review of the incident and produce both an Incident Summary Report and a Process Improvement Plan.

### **Cyber Security Incident Log**

The Cyber Security Incident Log (Appendix N) will capture critical information about a Cyber Security Incident and the organizations response to that incident and should be maintained while the incident is in progress.

### **Incident Summary Report (ISR)**

The PIP is a document prepared by the IRM at the conclusion of a Cyber Security Incident and will provide recommendations for avoiding or minimizing the impact of future Cyber Security Incidents based upon the "lessons learned" from the recently completed incident. This plan should be kept confidential for security purposes. The template for the PIP may be viewed in Appendix M.



## INCIDENT RESPONSE TEAM

**CONFIDENTIAL**

DRAFT

# INCIDENT MANAGEMENT PRINCIPLES

# CONFIDENTIALITY

## **Investigation**

During a Cyber Security Incident investigation, the IRM or members of the IRT will be gathering information from multiple computer systems and/or conducting interviews with key personnel based on the scope of the incident in question. All information gathered or discovered during a Cyber Security Incident will be strictly confidential throughout the investigative process. All members of the Cyber Security Incident Response Team are trained in information security and data privacy best practices. During this phase, no confidential information will be shared unless it is strictly relevant to the investigation and/or the incident itself.

## **Affected Stakeholders**

In the event the incident involves the unauthorized access or disclosure of confidential student or staff information, Wallkill Central School District will communicate information relevant to the incident as well as any additional requested information to which they have a right (e.g. specific student records, staff records, etc.). Wallkill Central School District does reserve the right to withhold certain information at the discretion of the IRM if that information may jeopardize current or future investigations or pose a security risk to Wallkill Central School District or other entities.

In the event the incident involves information of a non-Wallkill Central School District stakeholder group, such as a neighboring district or vendor partner, Wallkill Central School District will take appropriate steps to notify those entities as efficiently as possible.

In the event the incident is limited to Wallkill Central School District systems not containing sensitive or confidential information, it will be the discretion of Wallkill Central School District Administration and the IRM whether or not to share information related to the incident with outside stakeholders.

## **Report Management**

All reports generated during an investigation along with any evidence gathered will be stored and managed by the IRM. Any physical records will be stored in the IRM's office. Any digital records will be stored on the internal school district network in a network share only accessible by the IRM and approved District Administrators. That share will be backed up and stored in accordance with Wallkill's regular backup procedures. In the event past records of incidents need to be reviewed, a written request must be made to the IRM that includes the requestor, the information requested and the reason for the request. The IRM will review the request and has the discretion to approve or deny any request. Incident summary information will always be made available by the IRM.



# COMMUNICATION GUIDELINES

- Communication with parents/community members, will be disseminated via the school district superintendent or designee.
- Although every incident is unique, sample communications that can be used as guidelines can be found in Appendices O-P in this document.
- Initial communication to affected stakeholders should occur as expeditiously as possible upon the identification of the incident. In some cases, this may include an initial communication (letter, email, phone call) that simply states that this district is aware of the issue and is addressing it, with the promise of a follow up. Scenarios for the release of Personally Identifiable Information (PII) are as follows:
  - ▶ Should the unauthorized release of student data occur, the district shall notify the parents (or eligible students) affected by the release in the most expedient way possible. Part 121 of the Commissioner's Regulations requires this notification to occur within 60 calendar days after the breach is discovered.
  - ▶ Should the unauthorized release of protected staff data occur, the district shall notify the staff members affected by the release in the most expedient way possible. Part 121 of the Commissioner's Regulations requires this notification to occur within 60 calendar days after the breach is discovered.
  - ▶ Should the unauthorized release of student and/or protected staff data occur, the district shall notify the Chief Privacy Officer (CPO) at the New York State Education Department (NYSED) within 10 calendar days, as required by Part 121 of the Commissioner's Regulations.
  - ▶ Should the release of Social Security Number, Driver's License or Non-Driver ID Number, Account Number, or Credit/Debit Card number combined with PII occur, districts should consult Section 208 of the NYS Technology Law for notification obligations (<https://its.ny.gov/sites/default/files/documents/Business-Data-Breach-Form.pdf>).
- Updated communications will come from the Superintendent or the Incident Response Manager. As staff receive requests from the district for information, they should pass those requests along to the Incident Response Manager.
- District staff should be clearly informed by the Management Team what information is public and what is internal/confidential. However, district leadership should be aware that any material or information communicated to staff can and likely will be shared with the public, including the news media.
- Communication with news media will be initiated by School District Superintendent and/or designee. Incoming news media calls and requests for information will be directed through Superintendent or designee.

# CYBER SECURITY INCIDENT PHASES

# IDENTIFY

## Overview

All Wallkill staff have a responsibility to remain vigilant and protect the data stored within the systems we support. Any event that threatens the confidentiality, integrity or availability of the information resources we support or utilize internally should immediately be reported to a supervisor or the IRM if a supervisor is unavailable. Supervisors should immediately bring the incident to the attention of the IRM. Parents are encouraged to notify the district of possible breaches or improper disclosures of data using a form on the district website (see Appendix Q).

## Incident Types

Types of cyber incidents that may threaten the organization are:

- Unauthorized attempts to gain access to a computer, system or the data within
- Service disruption, including Denial of Service (DoS) attack
- Unauthorized access to critical infrastructure such as servers, routers, firewalls, etc.
- Virus or worm infection, spyware, or other types of malware
- Non-compliance with security or privacy protocols
- Data theft, corruption or unauthorized distribution

## Incident Symptoms

Signs a computer may have been compromised include:

- Abnormal response time or non-responsiveness
- Unexplained lockouts, content or activity
- Locally hosted websites won't open or display inappropriate content or unauthorized changes
- Unexpected programs running
- Lack of disk space or memory
- Increased frequency of system crashes
- Settings changes
- Data appears missing or changed
- Unusual behavior or activity by Wallkill staff, students or partners



# ASSESS

## Overview

Once anomalous activity has been reported, it is incumbent upon the IRT to determine the level of intervention required. If it is determined there is an active security threat or evidence of an earlier intrusion, the IRT will respond to the situation as expeditiously as possible.

## Considerations

- What are the symptoms?
- What may be the cause?
- What systems have been / are being / will be impacted?
- How wide-spread is it?
- Which stakeholders are affected?

## Documentation

Regardless of whether it is determined there is a security threat, the IRT will accurately document the scenario in a Cyber Security Incident Log. All Cyber Security Incident Logs will be stored in a single location so incident information may be reviewed in the future. This report should contain information such as:

- Who reported the incident
- Characteristics of the activity
- Date and time the potential incident was detected
- Nature of the incident (Unauthorized access, DDoS, Malicious Code, No Incident Occurred, etc.)
- Potential scope of impact
- Whether the IRT is required to perform incident remediation?

# RESPOND

## **Briefing of Administration**

Upon determining that a significant incident or breach has occurred, District Administration should be notified immediately. As additional information is uncovered throughout the investigation, Administration should be briefed by the IRM so appropriate decisions, such as allocating additional staff, hiring outside consultants and involving law enforcement can be made. Additionally, based on the incident, it will be incumbent on administration to determine the appropriate stakeholders to notify of the incident and the appropriate medium to do so. Please refer to Appendix J for Regional and State-Wide Incident Support Contacts. Administration should take into consideration the nature of the information or systems involved, the scope of the parties affected, timeliness, potential law enforcement interests, applicable laws and the communication requirements of all parties involved. Sample communications documents may be found in Appendices O - P.

## **Initial Response**

This first steps in any cyber incident response should be to determine the origin of the incident and isolate the issue. This may involve measures up to and including immediately disconnecting particular workstations, servers or network devices from the network to prevent additional loss. While this is occurring, it is necessary to examine firewall and system logs, as well as possibly perform vulnerability scans, to ensure the incident has not spread to other areas in order to define the entire scope of the incident.

Throughout this process, it will be critical to preserve all possible evidence and document all measures taken in detail. Thorough review and reporting on the incident will be required once the threat has been removed, the vulnerabilities have been removed and the systems have been restored.

RESPONSE	PERSON RESPONSIBLE	PHONE # TO CONTACT	EMAIL CONTACT
<b>Starting with all external network connections, immediately disconnect infected systems from the network completely.</b>	Technology Department	N/A	N/A
<b>Notify local BOCES District Superintendent</b>	Superintendent or Designee	845-255-1400	
<b>Notify local RIC Director (24/7)</b>	Superintendent or Designee	845-255-1450 Press 0	
<b>Notify NYS Chief Privacy Officer</b> <b>A. Submit a Cybersecurity Incident Form</b> <b>B. Submit a Recovery Plan</b>	Superintendent or Designee	518-474-0937	<a href="mailto:privacy@its.ny.gov">privacy@its.ny.gov</a>
<b>Reset all system login credentials (ID and password). Ensure all staff use a complex password.</b>	Technology Department	N/A	N/A
<b>Contact insurance carrier</b>	Assistant Superintendent for Support Services	800-894-9341	<a href="mailto:NYSIRClaims@NYSIR.org">NYSIRClaims@NYSIR.org</a>
<b>Contact school attorney</b>	Assistant Superintendent for Support Services	845-592-7004	<a href="mailto:dpetigrow@tdwpm.com">dpetigrow@tdwpm.com</a>

### Remediation and Recovery

Once the cause has been determined and appropriately isolated, the Technology Department will need to remove the vulnerabilities leading to the incident. This may involve some or all of the following:

- Install patches and updates on systems, routers, and firewalls
- Infections cleaned and removed
- Re-image or re-install operating systems of infected machines
- Change appropriate passwords
- Conduct a vulnerability scan of any compromised machines before reconnecting them to the network
- Restore system backups where possible
- Document all recovery procedures performed and submit them to the IRM
- Closely monitor the systems once reconnected to the network



# ROLES AND RESPONSIBILITIES

## **Technology Department**

Response – See Appendix T

## **Business Office**

Response – See Appendix U

## **Office of Educational Services**

Response – See Appendix V

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# REPORT

## Overview

Once the threat has been mitigated and normal operation is restored, the IRM will compile all available information to produce an accurate and in-depth summary of the incident in an Incident Summary Report (ISR). A copy of the ISR is located in Appendix L. Throughout the incident, the IRT will have kept Incident Logs that contain detailed records wherever possible, and these shall serve as the basis of the report. Interviews will also be conducted with appropriate members of the IRT to obtain any additional information that may be available to augment the logs and records kept throughout the process. Additionally, as required by Part 121 of the Commissioner's Regulations the district will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies using the log in Appendix R.

## Report Contents

The Incident Summary Report (ISR) will include all pertinent information to the incident, but at minimum:

- Dates and times of milestones throughout the process (e.g. incident detection, verification, notifications, remediation steps, completion, etc.)
- List of symptoms or events leading to discovery of the incident
- Scope of impact
- Mitigation and preventative measures
- Restoration logs
- Stakeholder communications (including copies of memos, emails, etc. where possible)

## Timeframe

The ISR should be prepared as expeditiously as possible following the incident so future preventative measures may be taken as quickly as possible. Information to prepare the ISR and interviews with the IRT should be conducted immediately to ensure the greatest possible accuracy of information.

# REVIEW

## **Post-Incident Review Meeting**

After the conclusion of the incident, the IRM and possibly select members from the IRT will meet with management to discuss the event in detail, review response procedures and construct a Process Improvement Plan (PIP) to prevent a reoccurrence or similar incidents. The compiled Incident Report constructed by the IRM will serve as a guide for this meeting.

In the meeting, a full debrief of the incident will be presented and findings discussed. The IRM will share the full scope of the breach (as comprehensively as possible), causes of the breach, how it was discovered, potential vulnerabilities that still exist, communication gaps, technical and procedural recommendations, and the overall effectiveness of the response plan.

As a whole, the group will review the information presented and will determine any weakness in the process and determine all the appropriate actions moving forward to modify the plan, address any vulnerabilities and what communication is required to various stakeholders.

## **Process Improvement Plan**

The IRM will draft a Process Improvement Plan (PIP) based on the results of this meeting. The plan should discuss any applicable items necessary to, prevent future incidents to the extent practicable, including cost and time frame requirements where possible. The PIP will also include a review strategy to ensure all recommendations made in the PIP are met in a timely fashion and functioning appropriately. Areas of focus may include, but are not limited to:

- New hardware or software required
  - Patch or upgrade plans
  - Training plans (Technical, end users, etc.)
  - Policy or procedural change recommendations
  - Recommendations for changes to the Incident Response Plan
  - Regional communications recommendations

Additionally, the PIP must be kept strictly confidential for security purposes. Any communication required to clients or to the public must be drafted separately and include only information required to prevent future incidents.



# APPENDIX A:

## IMMINENT WARNING SIGNS FOR POTENTIAL OF VIOLENT BEHAVIOR

### **Imminent Warning Signs for the Potential of Violent Behavior**

1. Talks about violence and has a specific plan.
2. Talks about violence and/or expresses violence in writings and drawings.
3. Severe expressions of rage often for minor reasons (i.e. banging head against the wall, unstoppable screaming).
4. Severe destruction of property.
5. Tortures animals.
6. Frequently fights with peers and/or family members.
7. Access to family or own firearms and capable of competent use.
8. History of suicidal or other self-destructive behavior.

### **Early Warning Signs for the Potential of Violent Behavior**

- A. Social withdrawal/lacks commitment or connection to a group or persons.
- B. Excessive feeling of isolation and being alone.
- C. Excessive feelings of rejection.
- D. Often the victim of aggression, bullying, or other violent acts.
- E. Feelings of being picked on/persecuted.
- F. Low school interest/poor academic performance.
- G. Patterns of impulsive, chronic hitting, intimidation, and/or bullying behavior.
- H. Regularly involved in behavioral/discipline problems.
- I. Behavioral difficulties at an early age-the earlier the problems, the higher the likelihood of serious problems in adolescence.
- J. Past history of violent and aggressive behaviors.

# APPENDIX B:

## SELF-HARM ASSESSMENT PROCEDURES



## Wallkill Central School District

### Mental Health Assessment Procedures for Self-Harm

#### I. General Information

- A. The District utilized the Dewey Cornell, *Comprehensive School Threat Assessment Guidelines* Framework to develop threat assessment guidelines for intervention and supports to prevent violence and self-harm.
- B. A Threat Assessment Team will be established in each building. The School Nurse and Nurse Practitioner will conduct an initial medical evaluation and will then make a referral to a Threat Assessment Team member or conduct an intake and screening themselves. All members of the Threat Assessment Team will be trained specifically in the identification, screening, and interviewing procedures of suicide threats. There will be approximately six members of each Threat Assessment Team that will include (but not limited to) the building psychologist, nurse, nurse practitioner, administrator, social worker, SRO/SPO and other members as needed. All employees will be provided with a list of their building's Threat Assessment Team members. The building principal will oversee each Threat Assessment Team.
- C. A Threat Assessment Team meeting and screening process will take precedence over all other staff responsibilities.
- D. Following an intake and screening by an individual member of the Threat Assessment Team, re-admittance to school will be a team decision.
- E. It is the responsibility of the Threat Assessment Team case manager to ensure that all cases referred to them are documented and a file is started and maintained using the monitoring system (Navigate 360) that is being utilized by the District
- F. It is the responsibility of the Threat Assessment Team case manager to ensure that the building principal is kept apprised of the entire situation from the initial notification forward.
- G. If a suicide or traumatic event actually occurs, then the building principal must contact the Assistant Superintendent for Special Education and Intervention Services. The Assistant Superintendent for Special Education and Intervention Services may contact Ulster BOCES to secure additional resources as needed.

#### II. Specific Procedures

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Upon completion of the intake and screening, the Threat Assessment Team case manager will meet with the Threat Assessment Team to make a determination as to the level of threat the student is to themselves. If a determination is made that the student is at "high risk," then the procedure described in Step 6 will be followed. If the student is to be determined to be a "low risk," then Steps 3 through 5 shall be employed. The case manager and/or designee using the reporting software is responsible for completing all the necessary paperwork.

**Low Risk**

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**High Risk**

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**III. Follow-up**

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# APPENDIX C:

## DISTRICT STAFF RESPONSE TO SITUATION OF POTENTIAL VIOLENCE IN SCHOOL



Wallkill Central School District  
District Staff Response to  
Situations of Potential Violence in School

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APPENDIX D:

NEW YORK STATE POLICE  
SAFE SCHOOLS  
PROGRAMS

## **New York State Police Safe Schools Programs**

### **Awareness Program**

Identifies school violence as a problem

- Defines and identifies the difference between conflict and violence
- Provides an overview of conflict resolution and communication skills
- Identifies early indicators that students may behave violently
- Provides suggestions for development of a student assistance program

### **Prevention Program**

Discuss suggestions for the prevention of school violence

- Provides calming and de-escalation techniques
- Discusses the identification of gangs and bullies
- Defines the difference between a prank and a crime

### **Effective Response Program**

Provides techniques in responding to specific incidents

- Presents methods on how to respond to potentially violent situations
- Provides strategies for dealing with a disruptive person or hostage situation
- Assists in developing post-incident response teams

### **Incident Management Planning**

Reviews guidelines for an incident management plan

- Provides a guide to developing an incident management plan
- Supplies information on legal issues involving locker searches and school related crimes
- Assists in creating a list of resources and emergency support needed during all phases of an incident

### **Effects of Domestic Violence**

Discusses how domestic violence affects school violence

- Defines what domestic violence is and what it isn't
- Discusses how domestic violence affects students and the school
- Provides resources and contact to assist when domestic violence situations affect the school or occur in the school



APPENDIX E:

ELEVEN PRINCIPLES OF  
EFFECTIVE CHARACTER  
EDUCATION

# Eleven Principles of Effective Character Education

---

Tom Lickona

Eric Schaps

Catherine Lewis

*There is no single script for effective character education, but there are some important basic principles. The following eleven principles serve as criteria that schools and other groups can use to plan a character education effort and to evaluate available character education programs, book, and curriculum resources.*

1. Character education promotes core ethical values as the basis of good character. Character education holds, as starting philosophical principle, that there are widely shared, pivotally important core ethic values – such as caring, honesty, fairness, responsibility and respect for self and others—that form the basis of good character. A school committed to character education explicitly names and publicly stands for these values; promulgates them to all members of the school community; defines them in terms of behaviors that can be observed in the life of the school; models these values; studies and discusses them; uses them as the basic human relations in school; celebrates their manifestations in the school and community; and upholds them by making all school members accountable to standards of conduct consistent with the core values.  
In a school committed to developing character, these core values are treated as a matter of obligation, as having a claim on the conscience of the individual and community. Character education asserts that the validity of the values, and our obligation to uphold them, derive from the fact that such values affirm our human dignity; they promote the development and welfare of the individual person; they serve the common good; they meet the classical ethical tests of reversibility (Would you want to be treated this way?) and universalizability (Would you want all persons to act this way in a similar situation?); and they define our rights and responsibilities in a democratic society. The school makes clear that these basic human values transcend religious and cultural differences and express out common humanity.
2. “Character” must be comprehensively defined to include thinking, feeling and behavior. In an effective character education program, character is broadly conceived to encompass the cognitive, emotional and behavioral aspects of the moral life. *Good character consists of understanding, caring about, and acting upon core ethical values.* The task of character education therefore is to help students and all other members of the learning community know “the good” value it, and act upon it. As people grow in their character, they will develop an increasingly refined understanding of the core values, a deeper commitment to living according to those values, and a stronger tendency to behave in accordance with those values.
3. Effective character education requires an intentional, proactive, and comprehensive approach that promotes the core values in all phases of school life. Schools committed to character education look at themselves through a moral lens and see how virtually everything that goes on in school affects the values and character of students. An *intentional and proactive* approach plan deliberate ways to develop character, rather than simply waiting for opportunity to occur. A comprehensive approach uses all aspects of schooling – the teacher’s example, the discipline policy, the academic curriculum (including the drug, alcohol and sex education curriculum), the instructional process, the assessment of learning, the management of the school environment, relationships with parents, and so on – as opportunities for character development. “Stand alone character education programs can be useful first steps or helpful elements of an ongoing effort but must not be considered a substitute for a holistic approach that integrates on character development into every aspect of school life.
4. The school must be a caring community. The school itself must embody good character. It must progress toward becoming a microcosm of the civil, caring, and just society we seek to create as a nation. The school that can do this be becoming a moral community that helps students form caring attachments to adults and to each other. These caring relationships will foster both the desire to learn and the desire to



be a good person. All expectations of groups that meet this need. The daily life of classrooms as well as all other parts of the school environment (e.g., the corridors, cafeteria, playground and school bus), must be imbued with core values such as concern and respect for others, responsibility, kindness and fairness.

5. To develop character, students need opportunities for moral action. In the ethical as in the intellectual domain, students are constructive learners; they learn best by doing. To develop good character, they need many and varied opportunities to apply values such as responsibility and fairness in everyday interactions and discussions. By grappling with real-life challenges – how to divide the labor in a cooperative learning group, how to reach consensus in a class meeting, how to carry out a service learning project, how to reduce fights on the playground – students develop practical understanding of the requirement of fairness, cooperation and respect. Through repeated moral experiences, students can also develop and practice the moral skills and behavioral habits that make up the action side of character.
6. Effective character education includes a meaningful and challenging academic curriculum that respects all learners and help them succeed. Character education and academic learning must not be conceived as separate spheres; rather there must be a strong, mutually supportive relationship. In a caring classroom and school where students feel liked and respected by their teachers and fellow students, students are more likely to work hard and achieve. Reciprocally, when students are enabled to succeed at the work in school, they are more likely to feel valued and cared about as individuals.

Because students come to school with diverse skills, interest and needs, a curriculum that helps all students succeed will be one whose content and pedagogy are sophisticated enough to engage all learners. That means moving beyond a skill-and-drill, paper-and-pencil curriculum to one that is inherently interesting and meaningful for students. A character education school makes effective use of active teaching and learning methods such as cooperative learning, problem-solving approaches, experience-based projects, and the like. One of the most authentic ways to respect children is to respect the way they learn.

7. Character education should strive to develop students' intrinsic motivation. As students develop good character, they develop a stronger inner commitment to doing what their moral judgment tell them is right. Schools, especially in their approach to discipline, should strive to develop the intrinsic commitment to core values. They should minimize reliance on extrinsic rewards and punishments that distract students' attention from the real reasons to behave responsibly: the rights and needs of self and others. Responses to rule breaking should give students opportunities for restitution and foster the students' understanding of the rules a willingness to abide by them in the future.

8. Similarly, within the academic curriculum, intrinsic motivation should be fostered in every way possible. This can be done by helping students experience the challenge of interest in subject matter, the desire to work collaboratively with other students, and the fulfillment of making a positive difference in another person's life in their school or community.

The school staff must become a learning and moral community in which all share responsibility: character education and attend to adhere to the same core values that guide the education of students. Three things need attention here. First, all school staff – teacher, administrators, counselors, coaches, secretaries, cafeteria workers, playground aides, bus drivers – must be involved in learning about, discussing and taking ownership of the character education effort. All of these adults must model the core values in their own behavior and take advantage of the other opportunities they have to influence the character of the students with whom they come into contact.

Second, the same values and norms that govern the life of students must govern the collective life of the adult members of the school community. If students are to be treated as constructive learners, so must adults. They must have extended staff development of many opportunities to observe and then try out ways of integrating character education practices into their work with students. If students are given opportunities to work collaboratively and participate in decision-making that improves classrooms and school, so must adults. If a school's staff members do not experience mutual respect, fairness and



cooperation in their adult relationships they are less likely to be committed to teaching those values to students.

Third, the school must find and protect time for staff reflection on moral matters. School staff, through faculty meetings and smaller support groups, should be regularly asking: What positive character-building experience is the school already *providing* for its students? What negative moral experiences (e.g., per cruelty, student cheating, adult disrespect of student, litter of the grounds) is the school currently *failing to address*? And what important moral experiences (e.g., cooperative learning, school and community service, opportunities to learn about and interact with people from different racial, ethnic and socioeconomic background) is the school now *omitting*? What school practices are at odds with its professed core values and desire to develop a caring school community? *Reflection of this nature is an indispensable condition for developing the moral life of a school.*

9. Character education requires moral leadership from both staff and students. For character education to meet the criteria outlined this far, there must be leaders (a principal, another administrator, a lead teacher) who champions the effort and, at least initially, a character education committee (or several such support groups, each focused on a particular aspect of the character effort) with responsibility for long-range planning and program implementation. Over time, the functions of this committee may be taken on by the schools' regular governing bodies, students should also be brought into roles of moral leadership through student government, peer conflict mediation programs, cross-age tutoring and the like.
10. The school must recruit parents and community members as full partners in the character building effort. A school's character education mission statements should state explicitly what is true: Parents are the first and most important moral educators of their children. Next, the school should take pains at every stage to communicate with parents about the school's goals and activities regarding character development – and how families can help. To build trust between home and school, parents should be represented on the character leadership committee that does the planning, the school should actively reach out to “disconnected” subgroups of parents, and all parents need to be informed about – and have a chance to react and consent to – the school's proposed core values and how the school proposes to try to teach them. Finally, schools and families will enhance the effectiveness of their partnership if they recruit the help of the wider community – businesses, religious institutions, youth organizations, the government and the media – in promoting the core ethical values.
11. Evaluation of character education should assess the character of the school, the school staff's functioning as character educators, and the extent to which students manifest good character. Effective character education must include effort to assess progress. Three broad kinds of outcomes merit attention:
  - a. The character of the school: To what extent is the school becoming a more caring community? This may be assessed, for example, with surveys that ask students to indicate the extent to which they agree with statements such as, “Students in this school (classroom) respect and care about each other,” and “This school (classroom) is like a family.”
  - b. The school staff's growth as character educators: To what extent have adult staff – teaching faculty, administrators and support personnel – developed understandings of what they can do to foster character development? Personal commitment to doing so? Skills to carry it out? Consistent habits of acting upon the developing capacities as character educators?
  - c. Student character: To what extent do students manifest understanding of, commitment to and action upon the core ethical values? Schools can, for example, gather data on various character related behaviors: Has student attendance gone up? Fights and suspensions gone down? Vandalism declined? Drug incidents diminished?

Schools can also assess the three domains of character (knowing, feeling and behaving) through anonymous questionnaires that measure student moral judgment (for example, “Is cheating on a test wrong?”), moral commitment (“Would you cheat if you were sure you wouldn't get caught?”) and self-

reported moral behavior (“How many times have you cheated on a test or major assignment in the past year?”). Such questionnaires are administered at the beginning of a school’s character initiative to get a baseline and again at later points to assess progress.

For More Information Contact:  
The Character Education Partnership  
1-800-988-8081

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## APPENDIX F:

### TYPES OF INCIDENTS TO BE REPORTED TO LOCAL LAW ENFORCEMENT AGENCIES



Wallkill Central School District  
Types of Incidents to be Reported to Local Law Enforcement Agencies

- A. The possession and/or use of alcohol by a person under the age of twenty-one (21) on School District property or at a School District function;
- B. The possession and/or use of any other drugs, without a valid prescription, including look-alikes, designer drugs and illegal substances on School District property or at a School District function;
- C. The possession and/or use of illegal drug paraphernalia on School District property or at a School District function;
- D. The illegal or life-threatening use of prescription or over-the-counter drugs on School District property or at a School District function;
- E. Individuals being suspected of, found to be and/or admitting to being under the influence of drugs while on School District property, while in school or at a school-sponsored activity or function;
- F. The possession of any firearm or other illegal weapon or other dangerous instrument on school property or at any school sponsored activity or function;
- G. Acts or threats of severe or serious bodily harm made to anyone on school property or at a school sponsored event, activity or function.

Upon mutual agreement of Law Enforcement and the School District that there is a need for a police investigation of any matter, the resources available to Law Enforcement, as determined by Law Enforcement in consultation with the Assistant Superintendent of Schools for Support Services, may be used to detect and/or prevent unlawful activity on the School District premises or to protect the health, safety and welfare of the students, staff and community.

# APPENDIX G:

## SCHOOL CRIME SCENE MANAGEMENT

## School Crime Scene Management

Evidence is very important in criminal cases. Therefore, only trained professionals should do the collection and preservation of evidence. These professionals are called crime scene technicians.

If you ask a crime scene technician to name the biggest problem that they encounter on the job, you will consistently hear – crime scene contamination.

Before those professionals arrive, it is important that the crime scene remain as uncontaminated as possible. There are things that can be done by people who arrive at the scene first to help protect the evidence

Since school employees will be first at a school crime scene, the State Police recommend that a person from the school staff be designated to manage the crime scene prior to police arrival.

The following pamphlet outlines an easily retainable acronym designed to assist responding school personnel in managing a school crime scene.



### **R**espond

### **E**valuate

### **S**ecure

### **P**rotect

### **O**bserve

### **N**otify

### **D**ocument

### **Respond...**

- Personal safety – Your safety comes first! You can't help others if you are injured.
- Organize your thoughts and formulate a plan on how to handle the situation.
- Make mental notes of your observations.

### **Evaluate...**

- Evaluate the severity of the situation. Is the crime/incident in progress or not? School Emergency Response Team should be calling 9-1-1 if appropriate.
- Identify all involved and uninjured individuals in the area. Emergency response personnel should be offering aid to the victims.
- Be aware of weapons and hazards.
- Be aware of potential violence.
- Don't touch anything unless necessary.

### **Secure...**

- Clear away uninjured people.
- Establish a perimeter with survey or custodial tape, cones, desks.
- Police will adjust perimeter if they need.

### **Protect...**

- Safe-guard the scene-limit and document people entering the area.
- Don't use phones or bathrooms within the area.
- Don't eat, drink or smoke in the area of the scene.

### **Observe...**

- Write down your observations – these notes will be utilized to report crime scene management to responding police. Your notes could possibly be used at a later date in criminal court.
- Record Detailed information – don't rely on memory.

### **Notify...**

- Call 911 (Police/EMS/Fire Personnel), if not already called or there.

### **Document...**

- Take good notes – Such as: time, date, people at scene, weather, doors open or closed, lights on or off and position of furniture.
- Be prepared to provide you notes and information to police.



# APPENDIX H:

## ARMED STUDENT OR HOSTAGE FLOW CHART

**Armed Student or Hostage Flow-chart** *(Developed by J. Berra Engineering, Inc.)*

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**APPENDIX I:**

**SAMPLE TEACHER'S  
EMERGENCY PROCEDURES**



## **Sample Teacher's Emergency Procedures**

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**APPENDIX J:**

**SAMPLE PRINCIPAL'S  
EMERGENCY PROCEDURES**

# **Sample Principal's Emergency Procedures**

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APPENDIX K:

DATA SECURITY AND  
PRIVACY

REGIONAL AND  
STATE-WIDE INCIDENT  
SUPPORT

MID-HUDSON REGIONAL INFORMATION CENTER (MHRIC)

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# APPENDIX L:

## INCIDENT SUMMARY REPORT



## INCIDENT SUMMARY

Categories	Information
Type of Incident	
Date Incident Originated	
Date Incident Was Detected	
By Whom Was Incident Detected	
How Was Incident Detected	
Scope of Incident (Districts / Systems Affected)	
Date Incident Corrected	
Corrective Action Types (Training, Technical, etc)	

Summary of Incident Symptoms

Summary of Incident Type and Scope

Summary of Corrective Actions

Summary of Mitigation Processes and Internal Communication

Communications Log (Attach drafts for written communications, synopsis for verbal communication)

Communication Date	Communication Type	Recipient(s)	Purpose

APPENDIX M:

PROCESS  
IMPROVEMENT  
PLAN

# PROCESS IMPROVEMENT PLAN

## Area of Success Summary

## Area in Need of Improvement Summary

## Recommended Improvements to Avoid Future Incidents

## Recommended Improvements to the Cyber Security Incident Response Plan

Improvement	Timeframe	Cost

# APPENDIX N:

## INCIDENT LOG



# INCIDENT LOG

**Incident Title**

**Incident Opened Date**

**Incident Description**

Action/Event	Date/Time	Performed/ Reported by	Details

APPENDIX O:

SAMPLE PARENT  
LETTER

**DATE**

Dear Parents/Guardians,

This letter is to inform you of an incident that occurred within the **XXXXXXX**. This incident resulted in student/staff/etc data being compromised by an outside entity. Our Incident Response Team acted quickly to assess and mitigate the situation.

At this time, we are able to share the following details:

**[insert a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate]**

Please know that **XXXXXXX** is committed to protecting and securing educational data. Our team has extensive training in data security and privacy, and our systems have many controls in place to protect your child's educational records. Our team is working with a group of experts to review the incident and implement appropriate measures to protect against this type of incident from occurring in the future.

Please contact **XXXXXXX** with any questions you may have regarding this incident and our response.

Sincerely,

APPENDIX P:

SAMPLE  
STAFF MEMO



**DATE**

Dear Staff,

This letter is to inform you of an incident that occurred on **DATE** within the **XXXXXXX**'s **YYYYYYY** system. This incident resulted in **student/staff/etc** data being compromised by an outside entity. Our response team acted quickly to assess and mitigate the situation.

I wanted to ensure that you have key details of the incident so you are well-informed when speaking with your students and colleagues. Please note that **XXXXXXX** administration is handling communication with the community and affected parties. Should you receive any related inquiries, please direct them to **XXXXXXX**.

At this time, we are able to share the following details:

**[insert a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate]**

As more details become available we will disseminate them as appropriate. Please contact **XXXXXXX** should you have any questions or immediate concerns regarding this incident.

Sincerely,

# APPENDIX Q:

## COMPLAINT FORM

DRAFT

Parents, eligible students (students who are at least 18 years of age or attending a postsecondary institution at any age), principals, teachers and employees of an educational agency may file a complaint about a possible breach or improper disclosure of student data and/or protected teacher or principal data using this form. A privacy complaint may be made using this online form or by mailing this form to the district's Data Protection Officer at PO Box 310, Wallkill, NY 12589.

#### CONTACT INFORMATION

First Name:

Last Name:

Phone Number:

Email:

Role:

#### IMPROPER DISCLOSURE OR BREACH INFORMATION

Date Violation Occurred:

Description of Data Compromised:

Description of Improper Disclosure or Breach:

Additional Information:

# APPENDIX R:

# COMPLAINT LOG



## COMPLAINT LOG

Complainant Name	Date Complaint submitted
Description of the Complaint	
Findings	
Date the Finding Report was Shared with Complainant	

### PART 121 OF THE COMMISSIONER'S REGULATIONS REQUIREMENT

Educational agencies must maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004), as set forth in section 185.12, Appendix I of this Title.

# APPENDIX S:

## SAMPLE COMPLAINT REPORT

**DATE**

Dear **XXXXXXX**,

On **XXXXXXX** you notified **XXXXXXX** about a possible breach or improper disclosure of student data. Our Incident Response Team acted quickly to assess the situation and the report below summarizes the results of our investigation.

**[insert a brief description of the complaint and findings]**

**XXXXXXX** is committed to protecting and securing educational data. Please contact **XXXXXXX** with any questions you may have regarding the investigation and this report.

Sincerely,

APPENDIX T:

TECHNOLOGY  
DEPARTMENT  
RESPONSE



**Technical Services Cyber IRS Action Plan**

**CONFIDENTIAL**

DRAFT

APPENDIX U:

BUSINESS OFFICE  
RESPONSE

# Business Office Procedures

**CONFIDENTIAL**

DRAFT

APPENDIX V:

OFFICE OF  
EDUCATIONAL  
SERVICES  
RESPONSE



**Office of Educational Services Cybersecurity Response:**

**CONFIDENTIAL**

DRAFT

**MUNICIPAL COOPERATIVE AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
WALLKILL CENTRAL SCHOOL DISTRICT  
FOR THE PROVISION OF DEPUTY SHERIFFS**

THIS MUNICIPAL COOPERATIVE AGREEMENT ("Agreement"), dated July 1, 2021, is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and the **WALLKILL CENTRAL SCHOOL DISTRICT**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1500 Route 208, PO Box 310, ("School District"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, School District is desirous of obtaining the services of Deputy Sheriffs employed by the County on a part-time basis to promote the goals and objectives set forth in this Agreement ("School Safety Program"); and

WHEREAS, the County is willing to provide such services on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between the County and the School District as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
2. **GOALS AND OBJECTIVES.** School District and County, in conjunction with the OCSO, establish the following goals and objectives for the School Safety Program:
  - a. To assist in maintaining a safe campus environment that will be conducive to learning at the School District campus(es);
  - b. To create unity between law enforcement and School District officials;
  - c. To improve relationships between law enforcement, school, community and the students of the School District;
  - d. To serve as consultants to the School District's staff, parents, and students on safety matters, and any other matters that will provide a better environment for the students and the teachers to pursue their respective tasks; and
  - e. For law enforcement to serve as role models for students.
3. **PROVISION OF DEPUTY SHERIFFS.**
  - a. **PROVISION OF DEPUTY SHERIFFS.** On the terms and conditions set forth in this

Agreement, the County, through OCSO, will provide a sufficient number of part-time Deputy Sheriffs (each of which will work no more than nineteen (19) hours per week) necessary to provide coverage at the following School District campus(es) ("Campus") during the September through June school year annually ("School Year") and/or the extended school year of July through August ("Extended School Year"):

CAMPUS NAME	ADDRESS	SCHOOL YEAR (check if applicable)	EXTENDED SCHOOL YEAR (check if applicable)
Leptondale Elementary School	48 Mill Street, Wallkill, NY 12589	✓	

- b. NON-EXCLUSIVITY. The Deputy Sheriffs participating in the School Safety Program may perform other duties for the County and/or OCSO when not participating in the School Safety Program.
- c. QUALIFICATIONS. Those Deputy Sheriffs participating in the School Safety Program shall be sworn Deputy Sheriffs, and possess the requisite knowledge, experience, training, education, appearance, attitude, communications skills and demeanor.
- d. SELECTION. The Deputy Sheriffs participating in the School Safety Program will be chosen by the Orange County Sheriff (or his/her designee) and subject to removal for cause on mutual agreement of the School District and the OCSO in accordance with the terms and conditions of this Section 3(d). If the Superintendent of the School District (or his/her designee) is dissatisfied with the performance of a Deputy Sheriff's duties and/or responsibilities hereunder, the Superintendent of the School District shall notify the Orange County Sheriff (or his/her designee) and request a meeting to discuss the basis of the dissatisfaction. If the issue(s) raised by the School District Superintendent are not satisfactorily resolved during this meeting, the Superintendent of the School District (or his/her designee) may request that the Deputy Sheriff be reassigned and request that another individual be assigned to serve in that position, which request will be accommodated if the OCSO's staffing can accommodate such reassignment; otherwise School District may terminate this Agreement for convenience in the manner provided for in Section 16(b) hereof.
- e. EMPLOYMENT STATUS; DISCIPLINE; CHAIN OF COMMAND OF DEPUTY SHERIFFS. The Deputy Sheriffs participating in the School Safety Program are employees of the County and remain responsive to the OCSO chain of command. Deputy Sheriffs participating in the School Safety Program are governed by Office Rules and Regulations relating to Orange County Deputy Sheriffs. The Orange County Sheriff (or his/her designee) will oversee all issues of discipline and hear all complaints with regard to the individuals serving as a Deputy Sheriff in the School Safety Program. The County and OCSO possess all authority with respect to the Deputy Sheriffs' employment status, civil service laws and the governing collective bargaining agreement(s).



- f. EMERGENCY REASSIGNMENTS. In the event of an emergency, in the sole and absolute opinion of the Orange County Sheriff (or his/her designee), the Deputy Sheriffs participating in the School Safety Program may be temporarily reassigned by the OCSO.
4. TYPICAL WORK DUTIES. The Deputy Sheriffs participating in the School Safety Program are responsible for maintaining order and providing security in and around the School District Campus. The Deputy Sheriffs participating in the School Safety Program shall provide a police presence at the Campus to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District while working collaboratively with the School District's security personnel. Non-criminal disciplinary matters will remain the province of the School District and the Deputy Sheriffs will not be involved in such matters except to the extent that the Deputy Sheriffs' presence is needed to maintain a safe school environment. The typical work duties of the Deputy Sheriffs participating in the School Safety Program include, but are not limited to the following:
- a. Providing security by standing in and patrolling the Campus, including the Campus' interior spaces as well as immediate outside areas;
  - b. Protecting and guarding employees, students, visitors and the general public in and around the Campus;
  - c. Physically restraining unruly individuals, as needed;
  - d. Providing general information to visitors and the general public on the Campus;
  - e. Checking identification and other necessary documents, as needed;
  - f. Safeguarding the School District's public property;
  - g. Providing assistance in emergency situations;
  - h. Maintaining and updating records as required by this Agreement;
  - i. Preparing activity and incident reports;
  - j. Distributing and posting appropriate documents and materials;
  - k. Provide escort to and from Campus buildings and facilities, as needed, when requested by School District; and
  - l. Performing a variety of activities related to (a) through (k) above.
5. DESIGNATION OF SINGLE POINTS OF CONTACT.
- a. SCHOOL DISTRICT SINGLE POINT OF CONTACT. School District hereby designates the following individual as the School District's administrative single point of contact



("School District SPOC") for recordkeeping communications under this Agreement as contemplated in Section 8 hereof:

i. School District SPOC:

1. Name: Brian Devincenzi
2. Title: Assistant Superintendent for Support Services
3. Email: BDevincenzi@wallkillcsd.k12.ny.us
4. Phone: 845-895-7102

b. OCSO SINGLE POINT OF CONTACT. The OCSO hereby designates the following individual as the OCSO's administrative single point of contact ("OCSO SPOC") for recordkeeping communications under this Agreement as contemplated in Section 8 of this Agreement:

i. OCSO SPOC:

1. Name: Alicia Albertson
2. Title: Secretary/Administrative Assistant
3. Email: aalbertson@orangecountygov.com
4. Phone: 845-615-3904

6. COMPENSATION OF DEPUTY SHERIFFS BY COUNTY. The County shall pay the Deputy Sheriffs who participate in the School Safety Program all wages and/or fringe benefits earned by them as evidenced by records maintained in accordance with Section 8 of this Agreement together with all taxes and other government mandated charges related to those wages and fringe benefits, if any. At all times during the Term (as defined in Section 15 hereof), the County shall be the sole employer of the Deputy Sheriffs. As the employer, the County will: (i) maintain all necessary personnel and payroll records for the Deputy Sheriffs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the Deputy Sheriffs; and (v) provide workers' compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law or contract.

7. SCHOOL DISTRICT REIMBURSEMENT OF COMPENSATION PAID BY COUNTY AND PAYMENT TERMS. School District will reimburse the County for all costs paid to, or on behalf of, the Deputy Sheriffs that participate in the School Safety Program that are assigned to the School District's campus(es), including all wages, fringe benefits, taxes and other government mandated charges related to those wages and fringe benefits. School District shall pay the County on any invoices it receives pursuant to Section 8(c)(iii) not thirty (30) calendar days from receipt of invoice from the County.

8. RECORDKEEPING AND INVOICING.

a. SCHOOL DISTRICT CALENDAR. No later than July 1<sup>st</sup> annually during the Term of this Agreement (or upon full execution of this Agreement should full execution occur after July 1<sup>st</sup> of the year in which this Agreement is fully executed), the School District SPOC shall email to the OCSO SPOC the School District's calendar for the upcoming school year.

b. CHANGES TO SCHOOL DISTRICT CALENDAR AND CLOSINGS. As soon as reasonably practicable, but no later than two (2) business days following a change in the School District calendar provided to the OCSO SPOC in accordance with Section 8(a) above, the School District SPOC shall notify the OCSO SPOC of changes in the School District calendar. Changes in the School District calendar include, but are not limited to closings, delays, and/or early dismissals for weather in addition to added or deleted dates of attendance on the School District calendar. School District acknowledges and agrees that the Deputy Sheriffs participating in the School Safety Program assigned to the School District's campus(es) will work an eight (8) hour day unless the School District SPOC provides written notice to the OCSO SPOC by email of a change in the calendar as contemplated above. Further, if an event or incident requires the Deputy Sheriffs to remain on campus more than eight (8) hours in a day, the School District SPOC will report such activity in an email to the OCSO SPOC within two (2) business days of the day on which the Deputy Sheriff worked the additional hours.

c. TIMEKEEPING RECORDS.

- i. School District Timekeeping. The School District shall maintain for its records a timekeeping system, whether it is electronic or manual timesheets, that tracks each Deputy Sheriff's time worked at the School District's campus(es).
- ii. Deputy Sheriff Reporting. The OCSO will require the Deputy Sheriffs participating in the School Safety Program to track their hours worked at the School District using Excel in a sheet approved by the OCSO, which Excel sheet will be emailed by each such Deputy Sheriff to their immediate supervisor, the OCSO SPOC and the School District SPOC on a biweekly basis consistent with the County's payroll periods.
- iii. OCSO Invoicing of School District. The OCSO SPOC will invoice the School District quarterly in arrears for all costs of the Deputy Sheriffs that participate in the School Safety Program and are assigned to the School District, including all wages and fringe benefits paid to said Deputy Sheriffs and all taxes and other government mandated charges related to those wages and fringe benefits, if any as contemplated by Section 6 hereof. Such invoices will be emailed by the OCSO SPOC to the School District SPOC.

9. TACTICAL WEAPONS.

- a. ISSUANCE OF WEAPONS. OCSO may issue the Deputy Sheriffs tactical weapons for use while participating in the School Safety Program. Such weapons will be maintained consistent with the OCSO Office's Rules and Regulations. County will maintain insurance coverage for the tactical weapons. Upon School District's written request, the County will provide School District with a certificate of insurance evidencing the insurance coverage for the tactical weapons.
- b. DOCUMENTATION RELATED TO TACTICAL WEAPONS. School District may request documentation regarding the tactical weapons, which documentation shall not be unreasonably withheld. Loading and unloading of the tactical weapons will be done only



in designated areas by the Deputy Sheriff(s). The tactical weapons will be examined and cleaned at least once a month. If any problems with any of the tactical weapons are discovered during that examination, it will be immediately reported to the OCSO and School District. A full inspection of each tactical weapon will be conducted annually by a designee of the OCSO to determine its condition, safety, and reliability. Any tactical weapon found to be broken, worn or missing parts will be removed from service until repaired or replaced. Documentary proof of said monthly examinations and inspection shall be provided to School District upon its written request.

10. **TRAINING OF DEPUTY SHERIFFS.** OCSO shall provide in-service training to the Deputy Sheriffs participating in the School Safety Program to enable the Deputy Sheriffs assigned to the School District's campus(es) to function efficiently. School District shall train the Deputy Sheriffs on school policies, Family Educational Rights and Privacy Act ("FERPA"), applicable regulations and procedures all as may be amended during the Term of this Agreement, and may provide training in other matters relating to students and their safety.
11. **COUNTY VEHICLES; REIMBURSEMENT.** If School District requests a County vehicle for use by the Deputy Sheriffs participating in the School Safety Program at the School District campus(es), School District shall be responsible for all costs for the use and operation of such vehicle, which includes, but is not limited to, all costs associated with use, maintenance, fuel, and repairs ("Vehicle Operational Costs.") All requests for a vehicle for use by the Deputy Sheriffs shall be made by School District in writing by email to the OCSO SPOC and are subject to the approval of the Orange County Sheriff (or his/her designee). School District agrees to reimburse the County for all Vehicle Operational Costs. Reimbursement for such Vehicle Operational Costs shall be made by School District to the County net thirty (30) calendar days from receipt of invoice from the OCSO SPOC.
12. **MATERIALS AND FACILITIES PROVIDED BY SCHOOL DISTRICT.** School District shall provide the Deputy Sheriffs participating in the School Safety Program with the following materials and facilities during the Term (as defined in Section 15 of this Agreement):
  - a. Access to a properly lit private office equipped with a desk with drawers, chair, filing cabinet, office supplies, and a computer with Internet service and email, which office as equipped shall only be used only when performing duties in furtherance of this Agreement; and
  - b. A location where files and records may be stored, which location can be locked and secured.
13. **INSURANCE.** The School District and the County each agree to maintain during the Term of this Agreement, at their respective sole cost and expense, a general comprehensive liability insurance policy covering personal injury and property damage in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS. Upon the written request of a Party, the other Party will provide certificates of insurance evidencing such coverage.
14. **INDEMNIFICATION.**
  - a. **BY THE COUNTY.** To the fullest extent permitted by law, the County shall protect, indemnify and hold harmless School District, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs



and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against School District, resulting from, arising out of, or relating to the County's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of School District, its employees and agents.

- b. BY SCHOOL DISTRICT. To the fullest extent permitted by law, School District shall protect, indemnify and hold harmless the County, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the County, resulting from, arising out of, or relating to the School District's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of the County, its employees and agents.
- c. SURVIVAL. The obligations under this Section 14 shall survive any expiration or termination of this Agreement and shall not be limited by any remuneration herein or insurance coverage.

15. TERM. Subject to Section 16 hereof, this Agreement shall be effective for a period of three (3) years commencing July 1, 2021 and ending June 30, 2024 ("Term").

16. TERMINATION.

a. TERMINATION FOR DEFAULT.

- i. Default; Opportunity to Cure. If either Party fails to perform, keep or observe any material term, provision, condition, covenant or agreement of this Agreement, the other Party may consider that Party to be in default (unless a Force Majeure causes the failure as contemplated by Section 18(c) of this Agreement) and may assert a default claim by giving the defaulting Party a written and detailed notice of default delivered in the manner provided for in Section 18(a) hereof. Except for a default by School District for failing to timely pay any amount when due under this Agreement, which the School District shall have ten (10) calendar days after delivery of the written notice of default for non-payment to cure, the defaulting Party will have thirty (30) calendar days after delivery of the notice of default in accordance with Section 18(a) hereof to cure said default. If the default is not curable within thirty (30) calendar days after delivery of the notice of default, the defaulting Party must provide the other Party with a written and detailed cure plan, which plan shall be delivered in the manner provided in Section 18(a) hereof. The defaulting Party will begin implementing the cure plan immediately after delivery of written notice (with delivery being determined in accordance with Section 18(a) hereof) by the non-defaulting Party that it approves the plan. In the event the Parties cannot agree upon a cure plan despite good faith efforts, the non-defaulting Party may deliver in the manner provided for in Section 18(a) hereof a written notice of termination effective ten (10) calendar days from the date of delivery (with delivery being determined in accordance with Section 18(a) hereof).



ii. Failure to Cure; Termination for Default. If the defaulting Party fails to cure the default as provided in Section 16(a)(i) above, unless otherwise agreed to in writing signed by both Parties, the non-defaulting Party may immediately terminate this Agreement.

b. TERMINATION FOR CONVENIENCE. In addition to termination for default as provided in Section 16(a), either Party may, on ninety (90) calendar days prior written notice to the other Party delivered in the manner provided for in Section 18(a) hereof terminate this Agreement at any time for its convenience. In the event School District terminates this Agreement under this Section 16(b), School District will pay the County all amounts due and owing for the use of Deputy Sheriffs in the School Safety Program through the date of such termination.

17. SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, the School District and the individual signing this Agreement on behalf of the School District certifies, under penalty of perjury, that the School District has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found in its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

18. GENERAL PROVISIONS.

a. NOTICE PROVISION. Except for those recordkeeping communications exchanged between the School District SPOC and the OCSO SPOC as contemplated by Sections 8 and 11 of this Agreement, all notices, consents, demands, requests, approvals, or any other communications required or permitted to be given under this Agreement by one Party to the other Party shall be made in writing, and shall be deemed to have been given on the date of delivery or refusal if personally served on the Party to whom notice is to be given; or on the next business day, if sent prepaid to the Party to whom notice is to be given, by overnight mail from a nationally recognized private courier providing evidence of receipt and properly addressed; or on the third business day after mailing, if mailed to the Party to whom notice shall be given by First Class, Certified Mail, postage prepaid and properly addressed to the following:

If to School District:

Wallkill Central School District  
1500 Route 208  
PO Box 310

Wallkill, NY 12589

If to County:

COUNTY OF ORANGE  
Orange County Sheriff's Office  
110 Wells Farm Road  
Goshen, New York 10924  
Attn: Undersheriff

With a copy to:

COUNTY OF ORANGE  
255 Main Street  
Goshen, New York 10924  
Attn: County Attorney

and/or to such other addresses and/or addressees as may be designated by notice given in accordance with the provision of this Section 18(a).

b. COMPLIANCE WITH LAWS.

- i. Applicable Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, Education Law, and Labor Law of the State of New York, all as may be amended during the Term.
  - ii. Confidentiality Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable federal and state confidentiality statutes, including, but not limited to, FERPA to the same extent that FERPA must be complied with by School District, and New York Education Law §2-d in the manner provided for in the attached Education Law 2-d Addendum, a copy of which is attached hereto and made a part hereof. The obligation to treat confidentially the information protected by FERPA and New York Education Law §2-d that is obtained by the County in performing this Agreement shall survive the expiration or termination of this Agreement.
- c. FORCE MAJEURE. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
- d. NO ASSIGNMENT. Neither Party shall assign, transfer, subcontract, or convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Copies of all documentation pertaining to any assignment, transfer, subcontract, or conveyance of this



Agreement shall be provided to the other Party. Any assignment, transfer, subcontract, conveyance, or other disposition without such prior written consent shall be void.

- e. WAIVER. The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach or omission.
- f. SEVERABILITY. In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- g. HEADINGS FOR REFERENCE ONLY. Headings and subheadings in this Agreement are included for convenient of reference only and shall not to be considered in construing the corresponding text of this Agreement.
- h. AMENDMENTS. This Agreement may only be modified by mutual consent of the County and School District, and any such modification shall be in writing.
- i. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- j. SIGNATURES. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
- k. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

COUNTY OF ORANGE

*Harold J. Porr III; Deputy County Executive*

By: *Harold J. Porr III*

*for* Stefan ("Steven") M. Neuhaus  
County Executive

Date: 8-3-21

WALLKILL CENTRAL SCHOOL DISTRICT

By: *[Signature]*

Joseph LoCicero  
School Board President

Date: 6/16/21



## ADDENDUM AGREEMENT

*Regarding  
Data Privacy and Security  
In Accordance with Section 2-d of the New York Education Law*

This is an addendum (the "Addendum") to that Municipal Cooperative Agreement, dated July 1, 2021 ("Original Agreement"), entered into by between County of Orange, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 110 Wells Farm Road, Goshen, NY 10924 ("Contractor"), and Wallkill Central School District, whose principal administrative offices are located at 1500 Route 208, Wallkill, NY 12589 ("WCSD" or "School District"). Upon being executed by Contractor's and WCSD's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of July 1, 2021.

**WHEREAS**, WCSD is an educational agency within the meaning of New York State Education Law Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

**WHEREAS**, Contractor and its authorized officers, employees and agents may have access to "student personally identifiable information," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

**WHEREAS**, the provisions of this Addendum are intended to comply with Section 2-d in all respects.

**NOW, THEREFORE**, it is mutually agreed that the Original Agreement is hereby amended in accordance with this Addendum, as follows:

### 1. Confidential Data

1.1 Contractor agrees that in performing the Original Agreement with the WCSD, Contractor may have access to personally identifiable information as defined in Section 2-d ("PII"), including student data and teacher or principal data, as such terms are defined under Section 2-d whether in written, electronic, or oral form made known to Contractor by WCSD or developed or maintained by Contractor through any activity related to the Original Agreement (collectively, "Confidential Data").

1.2 Contractor agrees to comply with changes in Section 2-d and its regulations and relevant WCSD policy that may change during the term of the Original Agreement on the later of: (i) five (5) calendar days from receipt of such changes or relevant policy in writing from WCSD or the (ii) the effective date of such changes.

1.3 Upon expiration of the Original Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist WCSD in exporting all Confidential Data previously received by Contractor from WCSD or developed on behalf of WCSD, and Contractor shall, at the request of WCSD, either securely delete any such Confidential Data remaining in Contractor's possession or return the Confidential Data to the WCSD. If Confidential Data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format

and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 To the extent all Confidential Data is not returned to WCSD at the time of expiration or earlier termination of the Original Agreement, the parties further agree that the terms and conditions set forth in this Section 1 and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

## **2. Challenges to Confidential Data**

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Original Agreement, the challenge will be processed in accordance with the procedures of WCSD.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Original Agreement, shall do so in accordance with the procedures for challenging annual professional performance review data, as established by WCSD.

## **3. Training**

In accordance with Section 10 of the Original Agreement, WCSD shall train the Deputy Sheriffs (as such term is defined in the Original Agreement) and any of the Contractor's officers, employees, and/or assignees who may have access to Confidential Data pursuant to the Original Agreement on the federal and state laws governing confidentiality of the Confidential Data, prior to obtaining access or any further access to such Confidential Data.

## **4. Use/Disclosure of Confidential Data**

4.1 Contractor shall not sell or use for any commercial Confidential Data that is received by Contractor pursuant to the Original Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Original Agreement.

4.2 Contractor shall use the Confidential Data solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Such services include, but are not limited to performing services consistent with the school safety program for WCSD. Contractor shall not collect or use Confidential Data of the WCSD for any purpose other than those explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it comes into possession of Confidential Data pursuant to the Original Agreement, that it will not share Confidential Data with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the WCSD.

## **5. Contractor's Additional Obligations under Section 2-d and this Addendum**

Contractor acknowledges that it has the following obligations with respect to Confidential Data received through its relationship with WCSD pursuant to the Original Agreement, and any failure to fulfill these obligations shall be a breach of the Original Agreement. Contractor shall:



- comply with Exhibits "A" and "B" to this Addendum, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the WCSD and Addendum to the Parents' Bill of Rights for Data Privacy and Security developed by the WCSD;
- to the extent Contractor receives Confidential Data, store all such Confidential Data transferred to Contractor pursuant to the Original Agreement by WCSD, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to Confidential Data to Contractor's officers, employees and agents who are determined to need such access to such Confidential Data to perform the services set forth in the Original Agreement;
- not disclose Confidential Data to any other party who is not an authorized representative of Contractor using the Confidential Data to carry out Contractor's obligations under the Original Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to WCSD no later than five (5) business days before such Confidential Data is required or disclosed unless such notice is expressly prohibited by the statute or court order;
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of Confidential Data of the WCSD while in motion or in custody of Contractor from unauthorized disclosure;
- not mine Confidential Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify WCSD, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any Confidential Data. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the WCSD for the full cost of any notifications WCSD makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Addendum.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the WCSD, result in the WCSD immediately terminating the Original Agreement; and
- familiarize its applicable Deputy Sheriffs (as such term is defined in the Original Agreement) with this Addendum including Exhibits "A" and "B" with the "Parents' Bill of Rights for Data Privacy and Security developed by the WCSD and Addendum to the Parents' Bill of Rights for Data Privacy and Security developed by the WCSD."

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

7. To the extent that any term of the Original Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

8. It is understood that further revisions to this Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated and model policies have been prepared by the New York State Education Department. Contractor and WCSD agree to take such additional steps as may be necessary at that time to facilitate compliance with Section 2-d.

IN WITNESS WHEREOF, Contractor and WCSD execute this Addendum to the Original Agreement as follows:

County of Orange:

By: Harold J. Porr III  
Title: Deputy County Executive  
Signature: Harold Porr III  
Date: 8-3-21

Wallkill Central School District:

By: Joseph LoCicero  
Title: Board President  
Signature: [Signature]  
Date: 6/16/21



## Exhibits "A"

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY\*

The privacy and security of personally identifiable student data is of paramount

importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;
- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

\*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Wallkill Central School District reserves the right to revise this document accordingly.

**Exhibits "B"**

**Addendum to the Parents' Bill of Rights for Data Privacy and Security**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Name of Contractor</b>	
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date _____ Contract End Date _____
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.

<b>Secure Storage and Data Security</b>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

<b>CONTRACTOR</b>	
<b>[Signature]</b>	
<b>[Printed Name]</b>	
<b>[Title]</b>	
<b>Date:</b>	



## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, between the TOWN OF SHAWANGUNK, a municipal corporation of the State of New York, with offices at PO Box 247, Wallkill, New York, 12589, hereinafter referred to as "Town", and the WALLKILL CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 1500 Route 208, Wallkill, New York, 12589, hereinafter referred to as "School District".

## WITNESSETH:

WHEREAS, the Town presently maintains the police department with full and part-time police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide School Resource Officers (hereinafter referred to as "SROs") and Special Patrol Officers (hereinafter referred to as "SPOs"), who shall be a police officer of the Town of Shawangunk, assigned to the Wallkill Central School District, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to cooperatively fund a program involving SROs who are members of the Town of Shawangunk Police Department and assigned to perform community liaison services in the School District, primarily at the Wallkill Senior High School and the Middle School. The job responsibilities of the SROs are outlined in the School Resource Officer Program Outline, and annexed hereto as Appendix "A".
2. The Town and School District agree to cooperatively fund a program involving SPOs who are members of the Town of Shawangunk Police Department and assigned to maintain order and perform security-related services in the School District, at School District elementary school within the Town. The job responsibilities of the SPOs are annexed hereto as Appendix "B."
3. The SROs and SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matters shall remain the province of the District and the SROs and SPOs shall not be involved in such matters except to the extent that the SROs and SPOs' presence is needed to maintain a safe school environment. (Appendix "A" and "B")
4. The Town shall make the initial assignment of the SROs and SPOs to the School District, subject to the School District's approval. The Town will be responsible for providing two SROs and one SPO to the School District each day school is in session. If it is anticipated that an SRO is to be absent for less than five (5) consecutive school days, or the SRO is in fact absent for less than five (5) consecutive school days, the



Town will provide additional patrol to check in at both the Wallkill Senior High School and the Wallkill Middle School on the day(s) that the SRO is absent. If it is anticipated that the SRO is to be absent for five (5) or more consecutive school days, or the SRO is in fact absent for five (5) or more consecutive school days, the Town will provide a replacement officer to the School District.

5. The School District shall have the right to request that the Town replace the SRO with another officer at the districts expense within one year of the initial appointment for the full time SRO. The School District's request shall not be unreasonably denied by the Town.
6. The salary and benefits, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the Town shall be the sole employer of the SROs and SPOs. As the employer, the Town will: (1) maintain all necessary personnel and payroll records for the SROs and SPOs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs and SPOs; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.
7. In connection with the performance of this agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
8. The Town will assure that it will abide by federal and state confidentiality statutes including, but not limited to the Family Educational Rights and Privacy Act "FERPA"), to the same extent that it must be complied with by the School District. The obligation to preserve the confidentiality of student information shall survive the termination of this agreement.
9. The School District agrees to reimburse the Town for SRO and SPO services as follows  
**(Billed Monthly):**

**\*(If a full time officer is used)**

2023-2024 School Year	\$80.51 per hour
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\* Based on a 40 hour week. Overtime for special events at the district request will be an additional at the overtime rate.

**\*(If a part time officer is used)**

2023-2024 School Year	\$56.30 per hour
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**(If a part time officer is not a member of state retirement)**

2023-2024 School Year	\$47.10 per hour
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Payments will be made on a monthly basis in the amount of 1/10<sup>th</sup> of the annual reimbursement (September through June) for the full time SRO. The Part time SROs and SPOs will be billed for their actual hours worked.

(Since officers are scheduled 30 days in advance, anytime school closes without 30 days prior notice, the school district will compensate the town for the officer's time, since the town is required to pay him for the shift)

10. The SROs will be working the 7:00 a.m. to 3:00 p.m. shift for the Town of Shawangunk Police Department, but shall be assigned to the School District when students are in attendance. The SROs shall report to the District in full uniform. The SROs shall be assigned the use of an office, computer, and telephone at the Wallkill Senior High School and Middle School at no cost to the Town. The SROs will be subject to the District's Acceptable Use policy and all other policies that pertain to the use of the District's computers.
11. The SPOs will be assigned to the School District when students are in attendance each day school is in session between the hours of 8:30 a.m. and 3:30 p.m.
12. This Agreement is effective for a period September 1, 2023 through June 30, 2024. Either party may cancel this Agreement without cause upon providing the other party written notice of the intent to terminate at least ninety (60) days prior to the effective termination date. The District will be responsible for all employment related expenses that result from the termination of this agreement due to discipline or layoffs. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
13. This agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Shawangunk and a majority vote of the School Board for the Wallkill Central School District.
14. Any modifications of this Agreement must be in writing and executed with the same formality as the Agreement herein.

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

WALLKILL CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_  
Joseph LoCicero, Board President

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

TOWN OF SHAWANGUNK

BY: \_\_\_\_\_  
John Valk, Supervisor

## APPENDIX A

### SCHOOL RESOURCE OFFICER PROGRAM OUTLINE

#### I. BRIEF REVIEW OF THE S.R.O. PROGRAM

##### A. OBJECTIVES OF THE S.R.O. PROGRAM

1. To maintain a safe campus environment that would be conducive to learning.
2. To create a unity between law enforcement and school officials.
3. To improve relationships between youth, law enforcement and community.
4. To serve as consultants to school, staff, parents and youth on safety matters.
5. To serve as role models to students.

##### B. ROLE OF THE S.R.O.

1. To utilize a triad approach for law enforcement programs outline the role of school officer as that of:
  - a) Law enforcement officer
  - b) Counselor
  - c) Instructor

##### C. DUTIES OF THE S.R.O.

1. Serve as a visible, active law enforcement figure on campus, dealing specifically with law enforcement matters that originate on campus.
2. To serve as a resource to students which will enable them to be associated with law enforcement in the student's environment.
3. To serve as a resource for teachers, parents and students scheduling conferences to deal with individual problems or questions, particularly in the areas of criminal activity.
4. To appear before PTO's and other groups associated with the school campus to speak on a variety of requested topics.
5. S.R.O. will work with the school principal and the school staff according to school policy and the police department regulations.
6. The S.R.O. will coordinate all of his activities with the principal and staff seeking permission, advice and guidance prior to any problems within the school.
7. The S.R.O. upon request, will make himself available to conduct crime prevention presentations.
8. To serve as a liaison for outside law enforcement agencies in the event they wish to conduct formal interviews or questioning of students on campus. The S.R.O. will advise the agency of the school policy and concerns.
9. Disciplining students is a school responsibility. If the principal believes an incident is of a criminal nature, the S.R.O. will take action.
10. The S.R.O. will serve as a crisis intervention officer mediating in disputes in an attempt to learn the cause and work with the students in solving disputes in a non-violent manner.



### THREE PRIMARY ROLES:

#### *Law Enforcement Officer:*

- Keeping the Peace (i.e., help settle disputes/conflicts between students, or between students and faculty).
- S.R.O.'s can conduct criminal investigations (This can include assisting the building administrator in investigating a matter and making recommendations for further law enforcement actions if necessary).
- S.R.O.'s can make arrests. In cases of criminal mischief, assault, drug related offenses, etc., the S.R.O. could make arrests.
- S.R.O.'s work with the school administration to review school safety prevention procedures and make recommendations for modification when appropriate.
- The S.R.O. could play a key role in investigating school truancy cases and making recommendations for further action such as filing a PINS.
- The S.R.O. could investigate child sexual assault cases.

#### *Law Related Counselor:*

- Provides guidance to the students, parents, teachers, staff and acts as a link to support services within and outside the school.
- Works with the Pupil Personnel Team members to identify students at risk due to knowledge the S.R.O. has of the student's family or community involvement.
- Serves as a mentor and role model to students identified by school personnel or through interpersonal relationships established with the students.
- Assists in the transportation of students to the psychiatric hospital if a student is a danger to himself or others.
- Assists students and parents in finding appropriate community resources.

#### *Law Related Presenter:*

- Presents special law enforcement expertise via presentations in the classroom in order to promote a better understanding of our laws.
- Participates in the District's Health and Safety Committee, School Safety Team and other inter-disciplinary teams as appropriate.
- Promotes programs that stress citizenship and positive moral development.



- Presents to faculty meetings, student groups such as Student Government, SADD and the LEO Club on such topics as:
  - Sexual harassment
  - Child abuse and neglect
  - Underage drinking and drugging
  - Legal statutes
  - Zero Tolerance Laws
  - PINS and the Juvenile Justice System
  - Motor Vehicle Laws
  - Prevents School Violence

## APPENDIX B

### SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings. Special Patrol Officers have all the powers of a peace officer, as set forth in §2.20 of New York's Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;

Performs a variety of related activities as required

## **AGREEMENT**

THIS AGREEMENT, made by and between WALLKILL CENTRAL SCHOOL DISTRICT, having an office at 1500 Route 208, Wallkill, New York 12589 (hereinafter referred to as the "District"), and the TOWN OF PLATTEKILL, a municipal corporation organized and existing under the laws of the State of New York, having an office at 1915 Route 44-55, Modena, New York 12548 (hereinafter referred to as the "Town").

### **WITNESSETH:**

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

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

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

**FIRST:** The Town shall furnish one (1) Special Patrol Officer s (hereinafter "SPOs") to the District to perform such services as more fully described in Schedule "A," attached hereto and made a parthereof.

**SECOND:** For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town forty-two dollars and eighty cents (\$42.80) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule "A". The District shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30<sup>th</sup>) calendar day of the month following the month in which the services are rendered and invoiced.

Prior to the making of any payments hereunder, the District may, at its option and upon reasonable notice to the Town, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within seven (7) years following termination of this Agreement. In the event that

the District fails to make a payment within thirty (30) days of the due date, the Town will, prior to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

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

FOURTH: The SPOs shall be selected by the Town.

FIFTH: The SPOs shall at all times be employees of the Town and shall follow all policies and procedures of the Police Department.

SIXTH: The SPOs shall be assigned pursuant to a schedule that is determined at the discretion of the District. In the event that the District requires an SPO beyond regular school hours for the purpose of providing SPO services, the District shall be responsible for the payment of such SPO's overtime pay. In the event that the regular session of the school is cancelled for any reason and the SPO's services are not needed, the District shall be credited the amount of the hourly wage for the hours which the SPO is not assigned to the District.

SEVENTH: The SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District, this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matter shall remain the province of the District and the SPOs shall not be involved in such matters except to the extent that the SPOs' presence is needed to maintain a safe school environment.

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



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

TENTH: The District agrees to protect, defend, indemnify and hold harmless the Town and its officers, employees and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, lawsuits, proceedings and causes of action and judgments of every kind and character whatsoever arising from and/or in connection with the District's acts, omissions and/or negligent performance of its obligations under this Agreement and/or performance hereof. The District further agrees to indemnify the Town for any damage to Town property which arises out of the District's negligence in connection with this Agreement. The Town shall indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs.

The Town will be responsible to provide the District proof of Professional Liability, law enforcement liability and automobile insurance for SPOs' services provided under this Agreement. The District will be named as an additional insured on all Policies except Auto. The District shall add ISO endorsement CG 24 04 to its general liability policy for the benefit of the Town. The Town shall be named as an additional insured under the District's liability insurance policy. The Town shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage upon the execution of this Agreement.

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

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

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

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

To the District:

Wallkill Central School District  
1500 Route 208  
P.O. Box 310  
Wallkill, New York 12589

To the Town:

Town of Plattekill  
1915 Route 44-55  
P.O. Box 45  
Modena, New York 12548

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

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

FIFTEENTH: The District is required to provide the Certificate of Insurance as set forth in the ninth paragraph before this Agreement will be finalized and/or executed by the Town.

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

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

---

**TOWN OF PLATTEKILL**

---

**DATE**

---

**WALLKILL CENTRAL SCHOOL  
DISTRICT**

---

**DATE**



[illegible]

Notary Public

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

Notary Public



# **SCHEDULE A**

## **SCOPE OF SERVICES**

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;
- Performs a variety of related activities as required.