

**FLORIDA UNION FREE SCHOOL DISTRICT  
DISTRICT-WIDE SCHOOL SAFETY PLAN**

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# INTRODUCTION

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. School 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 Florida UFSD District-Wide Safety Plan is responsive to the needs of all schools within the district and is consistent with the more detailed Emergency Management Operations Plan required at the school building level. School 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.

The Florida UFSD supports the SAVE Legislation, and intends to engage in a planning process. The Superintendent of Schools encourages and advocates on-going district-wide cooperation and support of Project SAVE.

## Section I: General Considerations and Planning Guidelines

### A. Purpose

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

### B. Identification of School Teams

The Florida Union Free School District (UFSD) 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 District-Wide School Safety Team consists of the following positions or affiliations:

Superintendent	Local BOCES Representative
School Business Official	PTO Representative
School Principals	Director of Technology and Integration
Assistant Superintendent	Fire Chief
Supervisor of Buildings and Grounds	Local Police Chief
Board of Education Designee	Students
Teachers' Union Representative	
Support Staff Representative	

## **C. Concept of Operations**

- The District-Wide School Safety Plan is directly linked to the individual Building-Level Emergency Management Operations Plan for each of the school buildings. Protocols reflected in the District-Wide School Safety Plan will guide the development and implementation of the individual Building-Level Emergency Management Operations Plan.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by that school's Building Principal or Designee.
- With authorization from the Building Principal or Designee and or the Superintendent of Schools, local emergency response personnel (fire/police/EMS) shall be notified. If deemed necessary by the Building Principal or Designee and or the Superintendent of Schools, activation of the building Emergency Response Team shall take place.
- Additional local/county/state resources could supplement the district efforts through existing protocols or emergency response actions, including post incident response, may be supplemented by county and state resources through existing protocols.

## **Plan Review and Public Comment**

- Pursuant to Commissioner's Regulation, Section 155.17 (e) (3), this plan was made available for public comment 30 days prior to its adoption. The District-Wide Plan was adopted by the School Board after one public hearing that provided for the participation of school personnel, parents, students, and any other interested parties. The plan was formally adopted by the Board of Education on July 19, 2001.
- Full copies of the District-Wide School Safety Plan were submitted to the New York State Education Department within 30 days of its adoption. The Building-Level Emergency Management Operations Plan was submitted to local and state police within 30 days of its adoption.
- This plan is reviewed periodically during the year and is maintained by the District-Wide Safety Team. The required annual review is completed on or before July 1 of each year. A copy of the plan is available in the Office of the District Superintendent.
- While linked to the District-Wide School Safety Plan, the Building-Level Emergency Management Operations Plan shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers law or any other provision of law in accordance with Education Law Section 2801 – a.

## **Section II: RISK REDUCTION / PREVENTION AND INTERVENTION**

### **A. Prevention / Intervention Strategies and Strategies/Program Initiatives**

**Note:** Risk Reduction/Prevention and Intervention are comprised of activities that are taken prior to an emergency or disaster to eliminate the possibility of the occurrence, or reduce the impact of such emergency if it does occur.

#### **Prevention/Intervention Strategies**

Listed below are documents, programs and activities the Florida UFSD has developed and utilizes in support of the prevention of violence, as well as attempted early intervention to prevent escalation of deteriorating personal or group problems.

#### **Student Rules (Code of Conduct)**

The Florida UFSD has revised the student Code of Conduct, which was approved by the Board of Education on July 14, 2016. This document clearly defines the long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity. This Code of Conduct identifies possible consequences of unacceptable conduct, and ensures that discipline, when necessary, is administered promptly and fairly.

#### **Anti-Bullying and Anti-Gang Programs:**

- Positive Behavioral Interventions and Supports (PBIS) program
- Non-Violent Conflict Resolution Training

#### **Student Harassment and Bullying Prevention Intervention:**

Florida has created a Dignity for all students act (DASA) Program

#### **Extended Day and/or after school activities:**

There are many after school clubs that help give our students a chance to further develop their interests and develop leadership skills. Presently, our Golden Hill Elementary after school clubs include, but are not limited to: YMCA Club, AIS, Mad Science and TREPS. S.S. Seward Institute activities and clubs include, but are not limited to: Diversity, National Honor Society ,Band, Odyssey of the Mind, Baseball , Photography Club, Basketball , School Newspaper , Chess Club, Science Research Club, Chorus, Senior Enrichment , Cooking Club, Ski Club, Cross Country, Soccer, Debate Team, Softball, Drama Club, Spanish Club, Fine Arts Club, Video Club, French Club, Volleyball, Student Council , Yearbook , Library Club, Youth Ending Hunger , Literary Magazine and Youth in Government.

## Other Program Initiatives:

- Established anonymous reporting mechanisms for school violence
- National Incident Management System (NIMS) training for emergency response team members
- New York State School Safety Guide (2007)
- School Safety Plan Guidance (SAVE -2010)
- Collaboration with the Florida Police
- Florida UFSD Guidance Services which can assist students with issues concerning: suicide prevention, substance abuse, peer mediation and/or conflict resolution.
- Positive Behavioral Interventions and Supports (PBIS) has been established by the Office of Special Education Programs, US Department of Education to give schools capacity-building information and technical assistance for identifying, adapting, and sustaining effective school-wide disciplinary practices.
- Dialectical behavior therapy (DBT) is a type of cognitive behavioral therapy. Its main goal is to teach the patient skills to cope with stress, regulate emotions and improve relationships with others.

Florida Union Free School District encourages students to report school violence and any symptoms of potentially violent behavior to counselors, principals, student coordinators, psychologists, and teachers or any other mentor without fear of retaliation by communicating this to all students at the beginning of the school year and periodically throughout the school year as appropriate.

## B. Training Requirements and Exercises

All district personnel (faculty, custodial staff, office staff and administrators) will receive an orientation to the districts multi-hazards emergency plans on an annual basis. The orientation will focus on the district's policies and procedures for fire evacuations and emergency response procedures, emergency communications and the district's incident command system. (Substitute Teachers and Teacher Aides will receive a fact sheet on the district's policies and procedures upon initial assignment). Building Administrators will be responsible for compliance.

1. Emergency response procedures will be practiced on an annual basis as follows:  
(Please note we will utilize the New York State Guide to School Emergency Response Planning; February 2015 language/protocol)
  - a. **Lock-Down**
  - b. **Lock-Out**
  - c. **Hold-In-Place**
  - d. **Shelter-In-Place**
  - e. **Evacuate**

2. **Building evacuation procedures** will be practiced a minimum of **12 times per school year**. These procedures will normally be tested and evaluated during the facilities fire evacuation drills. Building Level Safety Committee's will ensure that all rooms have evacuation routes posted, this not only includes classrooms but also all other rooms utilized by staff or student personnel.
3. The district will conduct **one early go-home drill** to test its alerting and warning procedures, communications procedures, resources, staff procedures, transportation procedures, public information procedures, and evacuation procedures on an annual basis. These drills have historically been attached to an evaluation of our emergency contact system through Orange-Ulster BOCES.
4. **The emergency plan for sheltering** in the event of a severe weather threat such as a tornado or thunderstorm will be practiced on an **annual basis** to test alerting and warning procedures. These include communications procedures, staff procedures and the movement of students to designated areas within the school building. The drills will be conducted by individual schools and evaluated by members of the Building Level Safety Committee. The drill will be documented within their Safety Committee Meeting Minutes.
5. The district will conduct **one drill and/or table-top** exercise with local law enforcement agencies and other emergency response agencies to practice and review its emergency procedures for a "violent incident" on an annual basis.

Following a program orientation, drill and/or exercise, participants are encouraged to forward their observations to their Volunteer Building Level Safety Committee/Team representative for further review and/or discussion. If immediate action is needed, the Building's Principal will be notified in order to take corrective action. The Volunteer Building Level Safety Committee/Team will review after-action reports and forward their findings, recommendations and suggestions, in writing, to the Volunteer District-Wide Safety Committee, via the Supervisor of Buildings and Grounds.

## C. School Security

The Florida UFSD is committed to providing a safe working and learning environment at each of its schools. To help ensure the personal safety of staff and students the following has been adopted.

1. Screening of potential new employees which includes:
  - Providing a resume
  - Providing three references
  - Submit to a criminal history background check that includes fingerprinting (for all new employees hired after July 1, 2001)

2. Training of all current and new staff regarding violence prevention and intervention using the National Incident Management System (NIMS) training for Schools program or other similar programs that meet the stipulated guidelines and requirements.

## **Implementation of School Security**

1. Every door will be accessible as an exit.
2. Only one main door is used for visitors to access the school building and is locked during school hours.
3. No visitor will be allowed access to the school building without having a practical reason.
4. All staff have been assigned Picture IDs.
6. Cameras have been installed at main entrance and other strategic locations to monitor various buildings.
7. A district-wide monitoring policy routinely utilizes existing staff to maintain a presence in hallways during passing times and maintain a presence in school parking lots at the beginning and end of school days.
8. The District has entered into Intermunicipal agreements with the Village of Florida Police Department and the Town of Warwick Police Department. The memorandums of understanding are on page 17.

(Additional security information is located in the Building-Level Emergency Management Operations Plan)

## **D. School Resource Information (Vital Education Agency Information)**

Each Building-Level Emergency Management Operations Plan will include the following information:

1. School population
2. Number of staff
3. Transportation needs
4. Business and home telephone numbers of key officials of each educational agency

The Building-Level School Safety Teams will insure that this information is updated routinely and is accurate.

## E. Early Detection of Potentially Violent Behaviors

The Florida UFSD will:

- Facilitate training for staff and students on specific policies regarding reporting of threats and conflicts, weapons, appropriate clothing and the clearly defined roles and responsibilities of all persons involved in the school setting.
- Announce and post the school's safety policies against violence in visible areas of the school.

There are early warning signs in most cases of violence to self and others. Certain emotional and behavioral signs that, when viewed in context, can signal a troubled student. Teachers should be given a checklist of these signs that can be used to signal a student that may need help. The more signs a student exhibits, the more likely he/she may need intervention. Such early warning signs may include but are not limited to the following:

- Social withdrawal
- Excessive feelings of isolation
- Excessive feelings of rejection
- Being the victim of violence
- Feeling of being picked on
- Low school interest and poor academic performance
- Expression of violence in writing and drawings
- Uncontrolled anger
- Patterns of impulsive, chronic hitting and bullying
- History of discipline problems
- History of violent and aggressive behavior
- Intolerance for differences and prejudicial attitudes
- Alcohol and drug usage
- Affiliation with gangs
- Inappropriate access / use of firearms
- Serious threats of violence

The above comes from the United States Department of Education's "Early Warning, Timely Response" document. This information will be available for all staff relating to early identification of potentially violent behaviors.

1. Information will also be made available to parents / guardians on how to identify potentially violent behavior.
2. If a teacher or administrator feels help for a student is warranted, it will be discussed with the appropriate school personnel to determine the next step.
3. Interpersonal violence prevention education package will be taught as appropriate.
4. The District Superintendent will set specific time for the building principal(s) in conjunction with the Florida UFSD Professional Development Plan to organize activities of particular concern.



## **F. Hazard Identification of Sites of Potential Emergencies**

Potential hazards in the neighborhood and community are considered, such as facilities containing toxic, chemically reactive, and/or radioactive materials; high voltage power lines; transportation routes of vehicles including trucks and trains carrying hazardous materials; underground gas and oil pipelines; underground utility vaults and above-ground transformers; multi-story buildings vulnerable to damage or collapse; water towers and tanks; and other potentially hazardous sites in the community. The Florida UFSD has consulted with local emergency managers on the hazard analysis for the area in which the school district is located. The Florida UFSD has identified sites of potential internal and external emergencies and has included procedures within our Building Level plans for appropriate response actions.

### **Section III: RESPONSE**

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

- Upon being notified of an emergency, the Building Principal or Designee will contact law or emergency personnel in accordance with stated response protocol and request the closest response agency to ensure that the response to the incident is as rapid as possible.
- In the event of an emergency, the Building Principal or Designee will notify all building occupants to take the appropriate protective action. Follow established procedures as listed in Building-Level Emergency Management Operations Plan.
- The following systems may be utilized as forms of communications:

Telephone	District Radio Systems
Intercom	Emergency Alert System
Fax / E-mail	NOAA Weather Radio
Local Media	School Messenger
School Web site	

- Should parental and / or media notification be required. The school district will contact appropriate parents, guardians or persons in parental relation to the students/staff via media release, telephone contact, or other appropriate means in the event of a violent incident or early dismissal following the protocol listed in the Building-Level Emergency Management Operations Plan.

## **B. Situational Responses**

### **Multi - Hazard Responses**

The district's multi-hazard response plans for taking actions in the following emergencies are included in the Building-Level Emergency Management Operations Plan. They are as follows:

#### **Criminal Offenses**

##### **Bomb Threat**

- Written Threats
- Telephone / Verbal Threats
- Suspicious Packages
- Outside Facility
- Evacuation for Bomb Threat
- Shelter in Place for Bomb Threat
- Bomb Threat Response Form

##### **Civil Disturbance / Prison Break**

##### **Hostage Taking / Kidnapping**

##### **Intrusion**

##### **Suspected Student with a Weapon on Campus**

##### **School Shooting**

##### **Suicide Threat**

#### **Natural Hazards**

##### **Severe Thunderstorm / Tornado**

##### **Winter Storm / Ice Storm**

##### **Hurricane / Tropical Storm**

##### **Flood**

##### **Reservoir / Canal / Dam Failure**

##### **Earthquake**

#### **Technological Hazards**

##### **Mail Handling Protocol**

##### **Anthrax / Biological Threat On-Site**

##### **Biological Threat Off-Site**

##### **Air Pollution**

##### **Aircraft Crash**

##### **Gas Leak**

##### **Hazardous Material Incident – On Site**

##### **Hazardous Material Incident – Off Site**

##### **Radiological Incident**

##### **Water Emergency**

#### **Explosion and Fire**

##### **Explosion / Fire Emergency**

#### **Systems Failure**

##### **Building Structure Failure**

##### **Cyber Failure / Computer Loss**

##### **Electrical System Failure**

Energy Supply Loss / Utility Restrictions  
Heating System Failure  
Sewage System Failure  
Transportation Fleet Loss

### **Medical Emergencies**

School Bus Accident (Off-Site)  
Epidemic / Human Disease

## **C. Responses to Acts of Violence / Implied or Direct Threats**

The school district has adopted policies and procedures dealing with acts of violence and responses to acts of violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the acts of violence. The normal procedures to respond to implied or direct threats of violence will be:

- Use of staff trained in de-escalation or other strategies to diffuse the situation
- Inform building principal of implied or direct threat
- Determine level of threat with District Superintendent / Designee
- Contact appropriate law enforcement agency if necessary
- Monitor situation, adjust response as appropriate, include the possible use of the Emergency Response Team

## **D. Responses to Acts of Violence**

The Florida UFSD recognizes that appropriate response to acts of violence by students, teachers, other school personnel and visitors varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The Building-Level Emergency Management Operations Plan and Code of Conduct details the appropriate response to such emergencies utilizing the following procedure:

- The threat level will be determined
- If the situation warrants, the immediate area will be isolated and evacuated.
- Administration will be notified
- If necessary, lockdown procedures will be initiated and appropriate law enforcement officials will be notified
- The situation will be monitored and the appropriate response will be adjusted accordingly. If necessary, early dismissal, sheltering or evacuation procedures may be initiated.

## **E. Response Protocols**

The district recognizes that appropriate response to emergencies, such as bomb threats, intrusions, hostage takings and kidnappings, varies greatly depending on the situation. The Building-Level Emergency Management Operations Plan details the appropriate response to such emergencies utilizing the following protocols:

- Identification of the decision makers

- Determination of threat level
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

## **F. Arrangements for Obtaining Emergency Assistance from Local Government**

During emergencies, local government agencies, including emergency services, can be obtained by contacting the county Emergency Management Coordinator. The Incident Commander will authorize the request for assistance from these agencies.

**Florida Police Department: (845) 651-7800**  
**Orange County: 911 or (845) 615-0400**

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

If the nature of the emergency necessitates advice and/or assistance from local governmental officials, the Incident Commander will notify the county Emergency Management Coordinator at:

**Orange County: 911 or (845) 615-0400**

and/or the highest ranking local governmental official for obtaining the advice and assistance. The district resources, which may be available during an emergency, include the following but no limited to:

Red Cross	NYS Dept. of Environ. Conservation
Fire Department	NYS Dept. of Transportation
Police	NYS Dept. of Health
Private Industry	Village / Town Officials
Private Individuals	State Emergency Mgmt Office (SEMO)
Religious Organizations	Other

Specific resources are identified in the Building-Level Emergency Management Operations Plan.

## **H. District Resources Available for Use in an Emergency**

The district has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the Building-Level Emergency Management Operations Plan as deemed appropriate by the Incident Commander. Specific resources are identified in the Building-Level Emergency Management Operations Plan.

## **I. Procedures to Coordinate the Use of School District Resources and Manpower during Emergencies**

The district uses the Incident Command system model for emergency actions. For district-wide emergencies the incident commander will be the Superintendent or designee. In building-level emergencies, the administrator in charge or designee will act as the Incident Commander. The Incident Commander is authorized to activate such resources and personnel as are appropriate to the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the Building-Level Emergency Management Operations Plan.

## **J. Protective Action Options**

Depending on the emergency, response actions may include:

- School cancellation
- Early dismissal
- Evacuation
- Sheltering sites

Refer to detailed response action guidelines in the Building-Level Emergency Management Operations Plan.

## **Section IV: RECOVERY**

### **A. District Support for Buildings**

After a critical incident has occurred, the District is committed to a thorough and comprehensive recovery for students, staff, and families. To achieve this goal, the Post Incident Response Team should consider the following steps:

Step 1: Consult with administrators and others to:

- Determine advisability of team involvement
- Determine nature of team involvement
- If team is needed, acquire release from currently assigned responsibility
- Inform Superintendent of nature of incident

Step 2: Acquire facts and circumstances as to the nature of the trauma/loss

Step 3: Determine those groups and/or individuals most affected by the trauma/loss (target population)

Step 4: Assist building administrator in the following:

- Arrange for staff meeting
- Formulate staff meeting agenda

- Dissemination of information to staff, parents, students, media, etc. (e.g., letters, etc.)
- Determine logistical needs (e.g., work space, crisis center, counseling rooms, class schedules, etc.)

Step 5: Assignment of team members and other staff to individual tasks

Step 6: Provide Crisis Team Services

- Conduct faculty meeting with all building staff
- Provide educational information to teachers to be used in class
- Conduct classroom meetings with Team member and teacher in seriously affected classes
- Assess needs and arrange for follow-up meetings with individuals and small groups
- End of day staff meeting to update staff and administrator and plan for next day
- Crisis Team “debriefing” at the end of day
- Provide substitutes and aides as back-up staff for teachers
- Offer a separate room for parent contact, if necessary
- Crisis workers in offices to aid office staff to deal with parents’ telephone calls and questions

Remind staff about “Teachable Moments”

- Death and grief education
- Personal safety
- Sorting rumor from fact
- Anatomy of the injury (e.g., what type, extent, what it means)

Step 7: Assist in creating a committee that can coordinate and plan for memorial contributions, expressions of sympathy, scholarship funds, etc., should be composed of staff students, and parents

Step 8: Follow-up plans for ending Crisis Team involvement

- Staff meeting
- Alert staff to individual staff questions and needs
- Respond to individual staff questions and needs
- Provide feedback to teachers regarding individual student needs referral of literature
- Refer students and others to appropriate building personnel or other helping resources in the community
- Arrange for meeting with Crisis Response Team to determine effectiveness of the Crisis Response Plan in addressing the needs in this particular incident.

## **B. Disaster Mental Health Services**

The District will work closely with local mental health services to:

- Provide services to children and families that are appropriate for the type emergency/disaster
- Assess condition and immediate needs of children and family including food, shelter, clothing, medical treatment
- Follow-up on referrals
- Decrease the internal and external stressors which affect the children and family
- Provide opportunities for children and families to verbalize their feelings and provide emotional support to aid recovery
- Guide the family through the emergency/disaster and provide tools and techniques for the family to help themselves to recover

## CHAIN OF COMMAND

The Florida Union Free School District Superintendent will be responsible for designation of response actions necessary to cope with an emergency.

### Superintendent of Schools

**Mrs. Jan Jehring**

**Office:** (845) 651-3095, Ext. 40010

In the event the District Superintendent is not available, the response action designation responsibility shall be delegated as follows:

### Assistant Superintendent

Lisa Tiger

**Office:** (845) 651-3095, Ext. 40020

### Director of Technology, Math and Science PK-12

Dana Castine

**Office:** (845) 651-3095, Ext. 30006

### Coordinator of Buildings & Grounds

Tom Andryshak

**Office:** (845) 651-3095, Ext. 30002

### School Business Official

Howard Cohen

**Office:** (845) 651-3095, Ext. 40030

## BUILDING ADMINISTRATION

### Samuel S. Seward Institute/High School Principal

Michael Rheame

**Office:** (845) 651-3095, Ext. 30132

### Samuel S. Seward Institute/Assistant School Principal

Susan Moore

**Office:** (845) 651-3095, Ext. 30133

### Golden Hill Elementary School Principal

Deborah Lisack

**Office:** (845) 651-3095, Ext. 20055

***ALL EMERGENCIES  
FOR FIRE, POLICE & AMBULANCE  
DIAL 911 or Non-emergency 845-651-7800***



**AGREEMENT BY AND BETWEEN THE  
VILLAGE OF FLORIDA AND THE  
FLORIDA UNION FREE SCHOOL DISTRICT**

**WHEREAS**, the Florida Union Free School District (hereinafter “School District”) requires police coverage to supplement its supervision and safety of students, staff and visitors in the school buildings and at school events; and

**WHEREAS**, the Village of Florida (hereinafter “Village”) wishes to provide the School District with police services at the school buildings and at events; and

**WHEREAS**, Article 5-G, entitled “Municipal Cooperation,” Section 119-o of the General Municipal Law authorizes the Village and the School District to enter into an Intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone; and

**WHEREAS** New York State Education Law § 2801-a (10) as amended effective July 1, 2019 requires that the roles and areas of responsibility of school personnel, security personnel and law enforcement be defined and requires that the role of school discipline be clearly delegated to the school administration;

**WHEREAS**, the parties hereto wish to enter into a written agreement delineating the terms and conditions of the relationship between the parties;

**THEREFORE**, the parties agree as follows:

1. The terms of this Agreement shall be from July 1, 2019 through June 30, 2020 in accordance with the terms hereof.
2. The Village Board and the Board of Education of the School District in conjunction with the Village of Florida Police Department (“Police Department”) establish the following goals and objectives with regard to the Officers in the Schools:
  - (a) to maintain a safe campus environment that is conducive to learning;
  - (b) to serve as consultants to school staff, parents, and students on safety matters and any other matters which will provide a better environment for the students and staff in which to pursue their respective tasks,
  - (c) to serve as role models.
3. The Village agrees, in conjunction with the Village of Florida Police Department, to provide Police Officers (“Officers”) to the School District during the term of this Agreement. The Officers shall be subject to the administration, supervision and control of the Village of Florida Police Department, unless otherwise provided in this Agreement.
4. The Officers assigned will be selected by the Chief of Police and Superintendent of Schools.
5. The selected Officers shall be assigned by the Chief of Police of the Village of Florida Police Department to S.S. Seward Institute.

6. It is understood and agreed that the Officers to be appointed by the Village of Florida Police Department shall have the following qualifications:
  - a) The Officers shall be part-time police Officers with law enforcement experience.
  - b) The Officers shall possess sufficient knowledge of applicable Federal, State and County Laws and Town and Village ordinances as well as the School Board's policies and regulations.
  - c) The Officers shall be capable of conducting in depth criminal investigations.
  - d) The Officers shall possess an even temperament and set a good example for students and staff.
  - e) The Officers shall possess communications skills that would enable the Officers to function effectively within the School environment.
  
7. The following are duties of the Officers:
  - a) The Officers shall abide by School Board policies and consult with and coordinate activities through the school's principal. However, the Officers shall remain fully responsible to the Village of Florida Police Department in all matters relating to employment and supervision. While working in the schools, the Officers will work in conjunction with the building principal and/or the Superintendent of Schools.
  - b) The Officers shall maintain a look-out for irregular occurrences in the school and at school events such as trespassers, assaults, arsonists, as well notify the building principal and/or Superintendent of Schools of any such occurrences.
  - c) The Officers may be called upon to staff the Welcome desk, to sign guests in, on an as needed basis.
  - d) The Officers shall encourage group discussions about law enforcement with students, staff and parents.
  - e) Under no circumstances shall an Officer be a school disciplinarian. The Officers will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law.
  - f) The Officers may attend meetings with parent groups and faculty groups to encourage their support and understanding of the Officers' responsibilities and to promote awareness of law enforcement functions. When such meetings are outside the normal workday, the Officer's schedule shall be adjusted when possible to avoid unnecessary overtime.
  - g) The Officers shall confer with the principal of the school to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities.
  - h) The Officers shall perform such duties as determined by a given school principal or the Superintendent of Schools. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the Officers from being available in areas where interaction with students is expected.
  - i) The Officers shall familiarize themselves with and abide by Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board.
  - j) The Officers shall initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities at the principal's direction.

- k) The Officers shall act as a liaison for other law enforcement officers in matters regarding School District matters while on school grounds.
  - l) The Officers shall reaffirm the role as law enforcement officers by wearing the Village of Florida Police uniform, unless doing so would be inappropriate for scheduled school activities as determined by the Superintendent or her designee. However, the uniform shall be worn at events where it will enhance the image of the Officers and their ability to perform their duties.
  - m) Whenever possible, the Officers shall coordinate with the principal and be responsible for law enforcement and security activity at extracurricular events as determined by the principal.
  - n) The Officers shall read and be familiar with the District's Code of Conduct, however the Officers shall not serve as school disciplinarians, as an enforcer of school rules, or in place of school-based mental health providers.
  - o) It shall be the responsibility of the District administration to make teachers and other school staff aware of the distinct roles of school administration and the Officers in addressing student misbehavior.
  - p) The role of school discipline is expressly delegated and reserved to appropriate District administration who shall administer school discipline in accordance with the Districtwide Safety Plan and the District's Code of Conduct.
8. It is understood and agreed that at all times while the Officers are stationed at the school within the School Board's jurisdiction, the Officers shall remain employees of the Village of Florida Police Department and follow the Chain of Command as set forth in the Department's Rules and Regulations Manual, adhering to all policies and procedures of the Police Department.
9. The Officers will work the same calendar year as 10-month support staff in the School District, including pre-school year and post-school year meetings. In addition, the Officers will work and be present on school grounds between 7:00 am and 3:00 pm during regular school hours.
10. The District will pay the Village of Florida the sum of \$72,935.00 for two part time officers to be paid in 10 equal installments due on the first of each month.
11. The Village of Florida Police Department shall also provide part-time officers as requested beyond 7:00 a.m. to 3:00 p.m. timeframe. The District will pay the sum of \$29.95 per hour, per officer for such services. In the event such time requires the payment of overtime pay, the District will pay \$ 45.00 per hour, per officer.
12. It is understood and agreed that the Officers in pursuing the performance of their duties, shall coordinate and communicate with the school principal or the principal's designee.
13. The Village of Florida Police Department shall provide the appropriate in-service training for the Officers, to enable the Officers to function effectively. However, the School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to student and staff safety. The Officers will be required to attend mandatory departmental police training during the year (e.g., firearms, etc.)
14. The Village of Florida Police Department may provide a standard marked patrol vehicle and bicycle for the Officers, if available. The vehicle shall be maintained by the Village

of Florida Police Department, providing among other things fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the Officers with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the Officer's duties as a police officer. The School District will provide a radio compatible with school frequencies and a telephone in a private environment for use by the Officers.

15. It is understood and agreed that the Superintendent or her designee and the Chief of Police or his designee shall evaluate annually the Officers and the performance of the Officers on forms to be developed jointly by the Superintendent or her designee and the Chief of Police or his designee. Such evaluation by the Superintendent and the Chief of Police shall be performed in order to evaluate the performance of the Officers in accordance with the Police Department rules and regulations and the School District requirements, and also to ascertain what, if anything, can be done to improve the Officers Program.
16. The School District shall immediately notify the Chief of Police in the event of alleged misconduct by an Officer
17. The Police Officers shall be expected to assist school administrators with the handling of contraband and controlled substances to enable proof of a chain of custody in matters of student discipline that may arise from time to time.
18. The School District and the Village shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
19. Neither the School District nor the Village may assign this Agreement.
20. It is expressly understood and agreed that the School District and Village shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
21. This Agreement shall remain in effect for the period from July 1, 2019 through June 30, 2020, and may be renewed upon mutual agreement of the School District and the Village. The School District and the Village may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.
22. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.
23. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Orange County, New York.
24. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall

continue in full force and effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

**FLORIDA UNION FREE  
SCHOOL DISTRICT**

**VILLAGE OF FLORIDA**

**BY: \_\_\_\_\_  
BOARD PRESIDENT**

**BY: \_\_\_\_\_  
VILLAGE OF FLORIDA MAYOR**

**BY: \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS**

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE FLORIDA UNION FREE SCHOOL DISTRICT AND THE TOWN OF WARWICK

AGREEMENT BETWEEN the FLORIDA UNION FREE SCHOOL DISTRICT (hereinafter referred to as (“District”) and the TOWN OF WARWICK (hereinafter referred to as “Town”) (together referred to as the “Parties”);

WHEREAS, the Town and the District have an Intermunicipal Agreement in accordance with Article 5 (Section 119-o) of the General Municipal Law dated August 23, 2018 relating to supervision of students , staff and visitors in the schools and at school sponsored events; and

WHEREAS in accordance with New York State Education Law § 2801-a (10) as amended effective July 1, 2019 requires that the roles and areas of responsibility of school personnel, security personnel and law enforcement be defined and requires that the role of school discipline be clearly delegated to the school administration;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. This Memorandum of Understanding shall be an Addendum to the August 23, 2018 Intermunicipal Agreement by and between the Parties and this Agreement shall modify and supersede any provision of the Parties’ Intermunicipal Agreement dated “Insert Date” which is inconsistent.
2. The roles and areas of responsibility of the Town of Warwick Police officers shall be as defined by the Parties’ Intermunicipal Agreement dated August 23, 2018.
3. The role of school discipline is expressly delegated and reserved to District administration who shall administer school discipline in accordance with the Districtwide safety Plan and the District’s Code of Conduct.
4. The August 23, 2018 Intermunicipal Agreement by and between the Town and the District together with this Memorandum of Understanding shall be incorporated into and published as part of the District’s Districtwide Safety Plan for the 2019-2020 school year.
5. It is expressly understood that this Agreement shall not be assigned or transferred without the prior written consent of the other party.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid with the invalid provisions(s) eliminated.
7. The Agreement constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all prior or contemporaneous, oral or written:

proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of the Agreement.

8. This Agreement may not be changed orally, but only by an Amendment, in writing, signed by authorized representative of both Parties.

9. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both Parties.

10. All Parties agree to abide by any and all applicable Federal, State, and/or local laws in connection with the performance of its obligations pursuant to the Agreement.

\_\_\_\_\_  
Town of Warwick Supervisor

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

\_\_\_\_\_  
Board President  
Florida Union Free School District

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

\_\_\_\_\_  
Jan Jehring, Superintendent of Schools  
Florida Union Free School District

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