

**HUDSON CITY SCHOOL DISTRICT**

**DISTRICT-WIDE  
SCHOOL SAFETY PLAN**



Revised for 2019-2020

**TABLE OF CONTENTS**

TABLE OF CONTENTS ..... 2  
INTRODUCTION ..... 3  
GENERAL CONSIDERATIONS ..... 3  
    A. Purpose ..... 3  
    B. Identification of School Teams ..... 3  
    C. Concept of Operations ..... 4  
    D. Plan Review and Public Comment..... 4  
RISK REDUCTION/PREVENTION AND INTERVENTION ..... 5  
    A. Prevention/Intervention Strategies ..... 5  
    B. Early Detection of Potentially Violent Behaviors ..... 8  
    C. Hazard Identification ..... 8  
RESPONSE..... 8  
    A. Notification and Activation (Internal and External Communications) ..... 8  
    B. Situational Responses – Multi-Hazard Response and Response Protocols..... 10  
RECOVERY ..... 13  
    A. District Support for Buildings ..... 13  
    B. Disaster Mental Health Services ..... 13  
APPENDICES ..... 13  
ATTACHMENTS ..... 13

**HUDSON CITY SCHOOL DISTRICT**  
**District-Wide School Safety Plan**  
*Commissioner's Regulation 155.17 Project 14*

**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.

The Hudson City School District supports the SAVE Legislation and has engaged in a planning process.

**GENERAL CONSIDERATIONS**

**A. Purpose**

The Hudson City School District-Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Hudson City School District Board of Education, the Superintendent of Hudson City 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 Hudson City 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:

- Dr. Maria Suttmeier, Superintendent of Schools
- Mark Brenneman, Elementary School Principal
- Ian MacCormack, Elementary School Associate Principal
- Lisa Ruud, Elementary School Associate Principal
- Derek Reardon, Junior High School Principal
- Alyssa Sabbatino, Junior High School Associate Principal
- Antonio Abitabile, Senior High School Principal
- Robert LaCasse, Senior High School Associate Principal
- George Keeler, Superintendent of Buildings & Grounds/Chief Emergency Officer
- James Boyle, Head Maintenance Worker
- Justin Elliott, Board of Education Representative
- Kim Lybolt, Director of Student Services
- Jason Hanley, School Psychologist
- Nikki DeDominicis, Transportation Coordinator

- Jack Beyer, Teachers Representative
- April Prestipino, Assistant Superintendent for School Improvement
- Sharifa Carbon, Business Administrator
- Rachel Risetto, Human Resource Manager
- School Safety Officers
- School Resource Officers
- Justin Elliott, Emergency Services Representative
- Christopher Bateman, Food Service Manager
- Mike Needham, Risk Management Consultant

The District-Wide Safety Team developed the District-Wide School Safety Plan with input from appropriate school staff members, i.e. transportation and food service managers.

### **C. Concept of Operations**

- The District-Wide School Safety Plan is directly linked to the individual Building-level Emergency Response Plans as a matter of protocol. The activation of the Building-level Emergency Response Plan triggers the notification of the chain of command and the assessment of the activation of the District-Wide Emergency School Safety Plan and District-Wide Response Team.
- The District-Wide Plan was developed through extensive analysis of the local environment, emergency potential, and available resources. Through training and workshops that included school staff, administration, and local emergency services, the plan has been developed to address the specific needs of the Hudson City School District and the community.
- 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. The Building Principal is responsible for notifying the Superintendent or the highest-ranking person in the chain of command of any necessary Building-level plan activation. This notification shall be accomplished through the use of telephone or the district's radio network.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee shall be notified and, where appropriate, local emergency officials shall also be notified.
- County and state resources supplement the school districts emergency action planning in a number of ways:
  - State and local law enforcement provide building reviews and staff training.
  - Local law enforcement and emergency services participate in planning and training exercises and develop strategies for managing building-level emergencies, e.g. a protocol has been developed for using emergency services vehicles to block roadways approaching district buildings for accident/incident scene management.
  - A protocol exists for the school district to use certain municipal buildings for sheltering during times of emergencies.
  - A protocol exists for the use of county mental health resources during post-incident response.

### **D. Plan Review and Public Comment**

- Pursuant to Commissioner's Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The School Board shall adopt the District-Wide Plan only after one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan shall be formally adopted by the Board of Education.
- Full copies of the District-Wide School Safety Plan and any amendments shall be submitted to the New York State Education Department within 30 days of adoption.
- This plan shall be reviewed periodically during the year and maintained by the District-Wide School Safety Team. The required annual review shall be completed on or before September 1 of each year after its adoption by the Board of Education. A copy of the plan will be available at the Board Clerk's office in the District Office.

## **RISK REDUCTION/PREVENTION AND INTERVENTION**

### **A. Prevention/Intervention Strategies**

#### **Program Initiatives**

The district has developed several programs and activities for improving communication among students, and between students and staff, and for reporting of potentially violent incidents:

- Restorative Practices
- DASA Reporting/Coordinators
- Comprehensive Code-of-Conduct that describes appropriate behavior, reporting mechanisms and consequences for non-compliance.

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

- The district has established policies and procedures for annual multi-hazard school safety training for staff and students. Training includes:
  - An annual review of the Building-level Emergency Response Guide for building employees conducted by each principal.
  - The annual early go home drill to test evacuation and sheltering procedures.
  - Each school building conducts fire drills throughout the course of the year in compliance with the SED schedule for the purpose of familiarizing staff and students with emergency procedures.
  - The Building-level tabletop exercise organized by an Emergency Management Consultant and run in cooperation with members of local emergency services.
  - District-Wide tabletop exercise involving local law enforcement and emergency services.
- The District shall conduct drills and other exercises to test and evaluate the effectiveness of the District's Emergency Response Plan. Each building principal will forward a schedule of planned emergency drills and fire drills to the District Superintendent by the beginning of each school year. Each principal will be required to complete a minimum number of student drills as follows:

4 lockdown drills, 8 fire/evacuation drills. 8 of which must be conducted by December 31 of each year, the balance must be conducted during the remainder of the school year

A meeting will be held to “debrief” following each drill. Representatives of law enforcement, emergency service providers, administrative staff, and custodial and support staff, parent organizations and, where appropriate, student representation will be present at this meeting. Any emergency drill or fire drill with an unsatisfactory outcome will be repeated within two weeks.

The results of such drills and exercises and the findings of the debriefing group shall be assessed by the Superintendent of Schools and reported to the Board of Education.

- The district shall conduct tabletop exercises with the building-level safety teams each year to test the components of the emergency response plan. The narratives, sequence of events and messaging for each exercise shall be developed by select members of the District-Wide Safety Team, Emergency Management consultants and local emergency services. A controller, evaluator and simulator shall conduct each tabletop exercise. The suggestions and necessary enhancements of the Building-level plan noted during the evaluation shall be documented by the evaluator and provided to the Building-level Safety Team and District-Wide Safety Team for further evaluation.
- Individuals having more direct responsibility for safety/security enforcement, such as aides and monitors, will be afforded further training. Such training will be provided through agencies such as (but not limited to) the New York State Police, local police agencies, local colleges and universities, or training conferences sponsored by various organizations.

Topics for training will include general security and safety measures, intervention strategies with difficult or challenging students, building security awareness, and reporting requirements and procedures.

In the execution of their duties, aides and monitors shall have responsibility for:

- Monitoring halls, lavatories, locker rooms, locker bays and similar areas, assuring orderly passage of students and pre-emptive intervention in potentially disruptive situations.
- Observation of the general property, including the immediate outside area/perimeter of the building(s), with an obligation to report suspicious activity to district or building administration.
- Overseeing study halls, cafeterias, or other areas of student assemblage with the goal of assisting to maintain an orderly, safe environment.

### **School Safety Personnel**

School safety personnel have a critical role in violence prevention. The following represents a description of the responsibilities of school safety personnel in the district:

The building principal or his/her designee shall serve as the School Safety Representative for the school building. The responsibilities of the School Safety Representative are as follows:

- Monitor hallways, entranceways, exits and outside grounds during school hours for unusual occurrences or unauthorized visitors.
- Act as building liaison in communicating building level safety issues or concerns.
- Represent the building on the District-Wide Health and Safety Committee.
- Serve on building level School Building Response Team.

- Attend school safety meetings and be a resource on school safety and security issues for building staff.
- Develop plans and strategies for building security, crime and violence prevention, safety planning and staff training.
- Participate in school incident investigations.
- Respond to all school emergencies as part of the building's Emergency Response Plan.
- Coordinate annual school safety multi-hazard training for students and staff. Multi-hazard training shall include crisis intervention, emergency response and management.
- Staff and students shall receive annual training and drill practice on protocols for bomb threats, evacuation, sheltering, lock-down, relocate to hallway, fire emergency, bus drills and appropriate violence prevention strategies.
- Designate procedure for informing substitute teaching and non-teaching staff of school safety protocols.
- Comply and encourage compliance with all school safety and security policies and procedures established by the Board of Education.
- Attend professional development activities on school safety and violence prevention.

All school safety personnel shall be provided with training on violence prevention and school safety. All training courses shall receive prior approval from the Superintendent.

### **Implementation of School Security**

In order to facilitate a high level of building security, the Hudson City School District has implemented a number of policies and procedures to enhance the physical security of its facilities. These procedures include:

- Developing and implementing a comprehensive Code-of Conduct.
- A process for visitor sign-in.
- Single entrance points in school buildings.
- Badge systems for employees and visitors.
- Video monitoring at each point of access in school buildings with electronic access control.
- The use of hall monitors.
- School safety officers in each school.
- School Resource Officer - MCSES
- Deputy Resource Officer – Jr./Sr. High School Campus
- Security audits conducted by security and safety professionals.

In accordance with New York State Education Law §2801-a (10), as amended effective July 1, 2019, the roles and areas of responsibility of the Hudson police officers shall be defined by the Hudson City School District's Memorandum of Understanding (MOU) with the City of Hudson for services by the Hudson City Police Department. The MOU clearly states that the role of school discipline is delegated to the school administration (see Attachments 1).

In accordance with New York State Education Law §2801-a (10), as amended effective July 1, 2019, the roles and areas of responsibility of the sheriff officers shall be defined by the Hudson City School District's Memorandum of Understanding (MOU) with the Columbia County Sheriff's Office services by the Columbia County Sheriff. The MOU clearly states that the role of school discipline is delegated to the school administration (see Attachment 2).

### **Hiring and Screening of School Personnel**

The following hiring and screening practices are followed for the hiring of all personnel:

### Fingerprinting and Criminal Background Checks

For all employees hired by the school district, the district completes a fingerprinting and criminal background check prior to appointment. Employees include: any person receiving compensation for work from the school district; any employee of a contracted service provider involved in direct student contact; any worker assigned to a school under a public assistance employment program (includes part-time employees and substitutes).

### Reference Checks

References are thoroughly checked prior to extending an employment offer.

- Reference check forms are used for instructional, non-instructional and transportation personnel.
- Reference checks are completed and reviewed by both the hiring supervisor and the administrator in charge of the program area.
- Prior to making a job offer to a prospective employee, the following mandatory questions are asked during reference checks with immediate and/or past supervisors:
  - Do you have knowledge of any violations of safety or security by (prospective employee) related to students, staff or others?
  - Why did (prospective employee) leave your employment? Or, Do you know why (prospective employee) is leaving your employment?
  - Would you rehire (prospective employee)? If no, why not?

### **B. Early Detection of Potentially Violent Behaviors**

The district has implemented policies and procedures related to the early detection of potentially violent behaviors. Each building principal is responsible for the dissemination of informative materials regarding the early detection of potentially violent behaviors to staff and parents each school year. (Appendix 3). In addition, employees shall receive training on the districts Code-of-Conduct and awareness training on violent behaviors, to be conducted or coordinated by the building administrators.

### **C. Hazard Identification**

The following facilities within the geographic boundaries of the Hudson City School District have been identified as having a potential for presenting emergencies that could affect the district:

- Hudson Correctional Facility (Prisoner unrest) – Superintendent Jeff McKoy (518) 828-4311
- Consolidated Rail Corporation (Derailment, chemical spills, fires) – Richard A. Knight, Roadmaster (518) 767-6479

## **RESPONSE**

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

- In cases of a serious violent incident the district would use the procedure listed below to meet the requirements for notification and activation. A serious violent incident is an incident of violent criminal conduct that is or appears to be, life threatening and warrants the evacuation of students and staff because of an imminent threat to their safety or health, including but not limited to; the use or threatened use of a firearm, explosive, bomb, incendiary device, chemical, or biological weapon, knife or other dangerous instrument capable of causing death or serious injury; riot; hostage-taking or kidnapping.



- The Hudson City Police Department and Columbia County Sheriff’s Office has keys for entry to Hudson City School District buildings in each patrol car. Floor plans, blue prints, maps and other nuances about each school premises shall be provided to Hudson Police Department and Columbia County Sheriff’s Department by the Superintendent of Building and Grounds. These plans will be renewed each year and distributed. Copies, along with other school data will be placed in the Emergency Mobile Pack in each school.
- Communications systems are:

**Internal**

Teachers and building staff	Public address system
Students	Public address system and verbally from supervising teachers
Superintendent of Schools	Phone by principal’s secretary
Buildings and Grounds	Phone or radio by principal’s secretary
Board of Education	Phone, E-mail, or group text

**External**

Columbia County Sheriff’s Office	911 or (518) 828-3344
Hudson Police Department	911 or (518) 828-3388
Rescue Squad	911
Hudson Fire Department	911 (Direct to specific entrance)
Parents	By Phone whenever possible; mass direction via radio to a neutral location. Efforts by Hudson Police Department to keep parents from removing students is paramount
News Media	Superintendent of Schools

- The Superintendent of Schools shall be responsible for conveying emergency information to educational facilities within the geographic bounds of the Hudson City School District. The Superintendent shall take appropriate steps to secure the following information about each educational agency within the district: number of students, number of staff, transportation requirements associated with the evacuation of each facility; and the business and home telephone numbers of key officials of each agency. Such information shall be updated at least annually by the Superintendent . Each such agency shall report material changes to such data to the Superintendent of Schools, in writing, within 7 days of such change.

**Communication with Parents/Guardians in the Event of a Violent Incident**

- Instances of violence, including threats of violence to self or others, require notification of parents or guardians. When a student is determined to be at high or moderate risk, then a parent must be notified immediately. When a student is determined to be at low risk, then a parent must be notified within 24 hours of the school becoming aware of the incident.

**Non-Public Schools**

At this time there are no non-public schools within the geographic boundary of the Hudson City School District.

- Information will be provided to parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal through the use of local

and regional radio and TV stations. These are the same stations that are used to announce official school delays or closings. This information is provided to parents through the School District Calendar.

## **B. Situational Responses – Multi-Hazard Response and Response Protocols**

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

In the event of an act of violence or implied or direct threat, the district shall follow the following protocol:

- Follow the color-coded Building-level Emergency Response Guide as directed by the Building Principal.
- 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 Superintendent/Designee.
- Contact appropriate law enforcement agency, if necessary.
- Monitor situation, adjust response as appropriate, include the possible use of the Emergency Response Team.

### **Acts of Violence**

In the event of serious acts of violence, district personnel shall follow the following protocol:

- Follow the Building-level Emergency Response Guide as directed by the Building Principal.
- Determine level of threat with Superintendent/Designee.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- Inform Building Principal/Superintendent.
- If necessary, initiate lockdown procedure, and contact appropriate law enforcement agency.
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

### **Response Protocols**

The Hudson City School District has a comprehensive multi-hazard Emergency Response Plan. Such plan is update annually. Copies of the plan are available in each Principal's Office as well as in the Superintendent's Office and the Business Office. Elements of the plan include:

- Chain of Command
- Other Relevant Parties
- Emergency Planning Committee
- Emergency Telephone Numbers
- Telephone Tree
- First Aid List
- Fleet List
- A list of hazardous incidents and a response plan for each (e.g. bomb threat, hostage, intruder, natural disaster, structural failure, et. al.)

### **Chain of Command**

Dr. Maria Suttmeier	Superintendent
April Prestipino	Assistant Superintendent for School Improvement
Kim Lybolt	Director of Student Services
Antonio Abitabile	High Senior High School Principal

Derek Reardon	Hudson Junior High School Principal
Mark Brenneman	MC Smith Elementary School Principal
George Keeler	Superintendent of Buildings & Grounds
Sharifa Carbon	Business Administrator
James Boyle	Head Maintenance Worker

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

The School's Administration shall use the following process in making arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies:

- Superintendent/Designee in an emergency contacts dispatch point or 911 center for fire or EMS response.
- Superintendent/Designee contacts highest-ranking local government official for notification and/or assistance.

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

The School's Administration shall use the following protocol for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law:

- Superintendent/Designee in an emergency will contact emergency management coordinator and/or the highest-ranking local government official for obtaining advice and assistance.
- The district has identified resources for an emergency from the following agencies: (examples include the Red Cross, fire department, police, private industry, private individuals, religious organizations and others).

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

The Hudson City School District has created a comprehensive list of resources available during an emergency, including facilities, bulk petroleum, buses and trucks (See: Appendix 2)

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

The district shall use the following procedure to coordinate the use of school district resources and manpower during emergencies:

- The Building Principal of the affected facility shall contact the Superintendent or the District-Wide Safety Team and request the necessary manpower or resources.
- The Superintendent of Schools, or the highest-ranking person in the chain of command shall assess the request and allocate personnel and resources as necessary.

### **Protective Action Options**

The Hudson City School District shall follow the following protocols in assessing the appropriate protective action option. The decision to cancel school, to dismiss early, shelter in place or evacuate shall be made in cooperation with state and local emergency responders as appropriate.

- School cancellation
  - Monitor any situation that may warrant a school cancellation – *Superintendent/District Team.*

- Make determination – *Superintendent*.
- Contact local media.
- School delay
  - Monitor any situation that may warrant school delay – *Building Administrators/Superintendent/District Team*.
  - If conditions warrant, delay opening of school.
  - Contact Transportation Coordinator to coordinate transportation issues.
  - Contact local media to inform parents of delayed opening.
  - Set up information center so that parents may make inquiries as to situation.
  - Provide for safety and security of staff members and students who do come to school.
- Early dismissal
  - Monitor situation – *Superintendent/District Team*.
  - If conditions warrant, close school – *Superintendent*.
  - Contact Transportation Coordinator to arrange transportation.
  - Contact local media to inform parents of early dismissal.
  - Set up an information center so that parents may make inquiries as to the situation.
  - Retain appropriate district personnel until all students have been returned home.
- Evacuation (before, during and after school hours, including security during evacuation and evacuation routes)
  - Determine the level of threat – *Superintendent*.
  - Contact Transportation Coordinator to arrange transportation – *Superintendent or Designee*.
  - Clear all evacuation routes and sites prior to evacuation.
  - Evacuate all staff and students to pre-arranged evacuation sites.
  - Account for all student and staff population. Report any missing staff or students to Building Principal.
  - Make determination regarding early dismissal – *Superintendent or Designee*.
  - If determination was made to dismiss early, contact local media to inform parents of early dismissal.
  - Ensure adult supervision or continued school supervision/security.
  - Set up an information center so that parents may make inquiries as to the situation.
  - Retain appropriate district personnel until all students have been returned home.
- Sheltering sites (internal and external)
  - Determine the level of threat – *Superintendent/Incident Commander /Designee*.
  - Determine location of sheltering depending on nature of incident.
  - Account for all students and staff. Report any missing staff or students to designee.
  - Determine other occupants in the building.
  - Make appropriate arrangements for human needs.
  - Take appropriate safety precautions.
  - Establish a public information officer to provide information and current status of the situation to parents and other inquiring parties.
  - Retain appropriate district personnel until all students have been returned home.

## RECOVERY

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

The Hudson City School District District-Wide Team will support the Building-level Emergency Response Team and the Post-Incident Response Teams in affected schools. The Superintendent in consultation with the team may choose to activate Questar III District-Wide Crisis Intervention Team by contacting the Questar III District Superintendent.

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

The district office shall assist in the coordination of Disaster Mental Health Resources, in support of the Post-Incident Response Teams in the affected schools. The Superintendent or his/her designee may activate the Questar III Crisis Intervention Team or gain additional resources from the Columbia County Department of Mental Health, as the situation requires.

## APPENDICES

### ***Appendix 1:***

Listing of all school buildings covered by the District-Wide School Safety Plan with addresses of buildings, and contact names and telephone numbers for building staff.

### ***Appendix 2:***

Internal resources of the Hudson City School District.

### ***Appendix 3:***

The Early Detection of Potentially Violent Behaviors – A Guide for Families and Communities

## ATTACHMENTS

### ***Attachment 1:***

Memorandum of Agreement with the City of Hudson

### ***Attachment 2:***

Memorandum of Agreement with the Columbia County Sheriff's Office

**Appendix 1 - Listing of all school buildings covered by the District.**

**District Office**

215 Harry Howard Ave  
Hudson, NY 12534

Telephone: (518) 828-4360  
Superintendent: Dr. Maria Suttmeier (ext. 2101)

**Hudson Senior High School**

215 Harry Howard Avenue  
Hudson, NY 12534

Telephone: (518) 828-4132  
Principal: Antonio Abitabile (ext. 3100)

**Hudson Junior High School**

215 Harry Howard Ave  
Hudson, NY 12534

Telephone: (518) 828-4360  
Principal: Derek Reardon (ext. 8302)

**MC Smith Elementary School**

102 Harry Howard Avenue  
Hudson, NY 12534

Telephone: (518) 828-4658  
Principal: Mark Brenneman (ext. 1111)

**Appendix 2 - Listing of internal resources for Hudson City School District.**

The District has the following resources available during times of crisis:

**Vehicles**

- (3) GMC Pick-ups
- (1) Jeep Grand Cherokee
- (1) Box trucks with lift gates
- (1) Dump Truck
- (1) Loader
- (1) Backhoe

**Fuel Sources**

- (1) 15,000 gallon tank of #2 Fuel Oil at the Hudson Junior/Senior High School
- (1) 10,000 gallon tank of #2 Fuel Oil at the MC Smith Elementary School
- (1) 10,000 gallon #2 Fuel Oil tank at the John L. Edwards Primary School
- (1) 50kw Caterpillar Generator (#2 Fuel Oil 1gal/3hrs) at Hudson Junior/Senior High School

**Food**

The district may be able to provide as many as 2500 meals, depending on time of year and food stock. Contact Food Services Director at 828-4360 ext. 2104.

The Junior/Senior High School cafeteria is equipped with gas cooking devices that may function when there is no electricity.

**Communications**

Hand-held radio systems with coverage of the Hudson City area.

Hudson City School District has a crisis plan in place to help aid in any emergency regarding the mental and physical health and well-being of a student in the district.

### **Appendix 3 - The Early Detection of Potentially Violent Behaviors – A Guide for Families and Communities**

#### **Early Warning Signs**

It is not always possible to predict behavior that will lead to violence. In some situations and for some youth, different combinations of events, behaviors, and emotions may lead to aggressive rage or violent behavior toward self or others. School personnel and students as well as parents are often in a good position to observe these early warning signs.

None of these signs alone is sufficient for predicting aggression and violence. Moreover, it is inappropriate--and potentially harmful--to use the early warning signs as a checklist against which to match individual children. Rather, the warning signs are offered only as an aid in identifying and referring children who may need help. A good rule of thumb is to assume that these warning signs, especially when they are presented in combination, indicate a need for further analysis to determine an appropriate intervention.

The information that follows and such other information as may be appropriate concerning Early Warning shall be made available to all employees in a form to be determined by the Superintendent. It is the policy of the Hudson City School District that employees and students use the early warning signs only for identification and referral purposes. Trained professionals should make diagnoses in consultation with the child's parents or guardian.

The following early warning signs are cited by the United States Department of Education in its publication entitled **Early Warning, Timely Response: A Guide to Safe Schools** and are presented with the following qualifications: **they are not equally significant and they are not presented in order of seriousness**. They include:

- Social withdrawal. In some situations, gradual and eventually complete withdrawal from social contacts can be an important indicator of a troubled child. The withdrawal often stems from feelings of depression, rejection, persecution, unworthiness, and lack of confidence.
- Excessive feelings of isolation and being alone. Research has shown that the majority of children who are isolated and appear to be friendless are not violent. In fact, these feelings are sometimes characteristic of children and youth who may be troubled, withdrawn, or have internal issues that hinder development of social affiliations. However, research also has shown that in some cases feelings of isolation and not having friends are associated with children who behave aggressively and violently.
- Excessive feelings of rejection. In the process of growing up, and in the course of adolescent development, many young people experience emotionally painful rejection. Children who are troubled often are isolated from their mentally healthy peers. Their responses to rejection will depend on many background factors. Without support, they may be at risk of expressing their emotional distress in negative ways--including violence. Some aggressive children who are rejected by non-aggressive peers seek out aggressive friends who, in turn, reinforce their violent tendencies.
- Being a victim of violence. Children who are victims of violence--including physical or sexual abuse--in the community, at school, or at home are sometimes at risk themselves of becoming violent toward themselves or others.



- Feelings of being picked on and persecuted. The youth who feels constantly picked on, teased, bullied, singled out for ridicule, and humiliated at home or at school may initially withdraw socially. If not given adequate support in addressing these feelings, some children may vent them in inappropriate ways-including possible aggression or violence.
- Low school interest and poor academic performance. Poor school achievement can be the result of many factors. It is important to consider whether there is a drastic change in performance and/or poor performance becomes a chronic condition that limits the child's capacity to learn. In some situations--such as when the low achiever feels frustrated, unworthy, chastised, and denigrated--acting out and aggressive behaviors may occur. It is important to assess the emotional and cognitive reasons for the academic performance change to determine the true nature of the problem.
- Expression of violence in writings and drawings. Children and youth often express their thoughts, feelings, desires, and intentions in their drawings and in stories, poetry, and other written expressive forms. Many children produce work about violent themes that for the most part is harmless when taken in context. However, an overrepresentation of violence in writings and drawings that is directed at specific individuals (family members, peers, other adults) consistently over time, may signal emotional problems and the potential for violence. Because there is a real danger in misdiagnosing such a sign, it is important to seek the guidance of a qualified professional--such as a school psychologist, counselor, or other mental health specialist--to determine its meaning.
- Uncontrolled anger. Everyone gets angry; anger is a natural emotion. However, anger that is expressed frequently and intensely in response to minor irritants may signal potential violent behavior toward self or others.
- Patterns of impulsive and chronic hitting, intimidating, and bullying behaviors. Children often engage in acts of shoving and mild aggression. However, some mildly aggressive behaviors such as constant hitting and bullying of others that occur early in children's lives, if left unattended, might later escalate into more serious behaviors.
- History of discipline problems. Chronic behavior and disciplinary problems both in school and at home may suggest that underlying emotional needs are not being met. These unmet needs may be manifested in acting out and aggressive behaviors. These problems may set the stage for the child to violate norms and rules, defy authority, disengage from school, and engage in aggressive behaviors with other children and adults.
- Past history of violent and aggressive behavior. Unless provided with support and counseling, a youth who has a history of aggressive or violent behavior is likely to repeat those behaviors. Aggressive and violent acts may be directed toward other individuals, be expressed in cruelty to animals, or include fire setting. Youth who show an early pattern of antisocial behavior frequently and across multiple settings are particularly at risk for future aggressive and antisocial behavior. Similarly, youth who engage in overt behaviors such as bullying, generalized aggression and defiance, and covert behaviors such as stealing, vandalism, lying, cheating, and fire setting also are at risk for more serious aggressive behavior. Research suggests that age of onset may be a key factor in interpreting early warning signs. For example, children who engage in aggression and drug abuse at an early age (before age 12) are more likely to show violence later on than are children who begin such behavior

at an older age. In the presence of such signs it is important to review the child's history with behavioral experts and seek parents' observations and insights.

- Intolerance for differences and prejudicial attitudes. All children have likes and dislikes. However, an intense prejudice toward others based on racial, ethnic, religious, language, gender, sexual orientation, ability, and physical appearance--when coupled with other factors--may lead to violent assaults against those who are perceived to be different. Membership in hate groups or the willingness to victimize individuals with disabilities or health problems also should be treated as early warning signs.
- Drug use and alcohol use. Apart from being unhealthy behaviors, drug use and alcohol use reduces self-control and exposes children and youth to violence, either as perpetrators, as victims, or both.
- Affiliation with gangs. Gangs that support anti-social values and behaviors--including extortion, intimidation, and acts of violence toward other students--cause fear and stress among other students. Youth who are influenced by these groups--those who emulate and copy their behavior, as well as those who become affiliated with them--may adopt these values and act in violent or aggressive ways in certain situations. Gang-related violence and turf battles are common occurrences tied to the use of drugs that often result in injury and/or death.
- Inappropriate access to, possession and use of firearms. Children and youth who inappropriately possess or have access to firearms can have an increased risk for violence. Research shows that such youngsters also have a higher probability of becoming victims. Families can reduce inappropriate access and use by restricting, monitoring, and supervising children's access to firearms and other weapons. Children who have a history of aggression, impulsiveness, or other emotional problems should not have access to firearms and other weapons.
- Serious threats of violence. Idle threats are a common response to frustration. Alternatively, one of the most reliable indicators that a youth is likely to commit a dangerous act toward self or others is a detailed and specific threat to use violence. Recent incidents across the country clearly indicate that threats to commit violence against oneself or others should be taken very seriously. Steps must be taken to understand the nature of these threats and to prevent them from being carried out.

### **Identifying and Responding to Imminent Warning Signs**

Unlike early warning signs, imminent warning signs indicate that a student is very close to behaving in a way that is potentially dangerous to self and/or to others. Imminent warning signs require an immediate response.

No single warning sign can predict that a dangerous act will occur. Rather, imminent warning signs usually are presented as a sequence of overt, serious, hostile behaviors or threats directed at peers, employees, or other individuals. Usually, imminent warning signs are evident to more than one employee member--as well as to the child's family.

Imminent warning signs may include:

- Serious physical fighting with peers or family members.
- Severe destruction of property.
- Severe rage for seemingly minor reasons.

- Detailed threats of lethal violence.
- Possession and/or use of firearms and other weapons.
- Other self-injurious behaviors or threats of suicide.

### **Threat Assessment**

A threat is an expression of intent to do harm or act out violently against someone or something. A threat can be written, spoken, or symbolic – as in motioning with one’s hands as though shooting or strangling another person. There are principally four types of threats – direct, indirect, veiled and conditional.

Threats are made for a variety of reasons: as a warning signal, a reaction to fear of punishment, anxiety, demand for attention or as retribution for a perceived or actual slight or affront. Threats may be intended to taunt, intimidate, assert power, punish, manipulate, coerce, frighten, terrorize, compel desired behavior, to strike back for an injury, injustice or slight; to be disruptive, to challenge authority or to protect oneself.

Individuals who make threats normally manifest other behaviors or emotions that are indicative of a problem. These can include: signs of depression, prolonged brooding, evidence of frustration or disappointment; fantasies of destruction or revenge in conversations, writings, drawings or other actions; expressions of intense love, fear, rage, revenge, excitement or pronounced desire for recognition. Use of alcohol or drugs can be an aggravating factor, as can a romantic breakup, failing grades or conflicts with parents or friends.

### **Personality Traits**

Personality traits and behaviors that should be considered in assessing the likelihood of a student carrying out a threat include:

- a student intentionally or unintentionally revealing clues to feelings, thoughts, fantasies, attitudes, or intentions that may signal an impending violent act;
- low tolerance of frustration, easily hurt, insulted, angered by real or perceived injustices;
- poor coping skills, demonstrating little ability to deal with frustration, criticism, disappointment, failure, rejection or humiliation;
- lack of resiliency, is unable to bounce back from frustrating and disappointing experiences; failed love relationship, cannot accept or comes to term with humiliation or rejection;
- injustice collector, nurses resentment over real or perceived injustices, will not forgive or forget those who s/he believes are responsible;
- depression manifested by lethargy, physical fatigue, morose or dark outlook on life, malaise, lack of interest in activities once enjoyed, unpredictable anger, generalized or excessive hatred to others, hopelessness about the future, psychomotor agitation, restlessness, inattention, sleep and eating disorders;
- narcissism, self-centered, lacking insight to the needs / feelings of others, blames others for failure and disappointment, may embrace the role of victim, display signs of paranoia, self-importance or grandiosity masking feelings of unworthiness, notably think or thin skinned;
- alienation, feels different or estranged from others, more than being a loner, involves feelings of isolation, sadness, loneliness, not belonging or fitting in;
- dehumanizes others, fails to see others as humans, sees them as objects to be thwarted;
- lacks empathy, demonstrates inability to understand feelings of others, may ridicule displays of emotion as weak or stupid;

- exaggerated sense of entitlement, has a sense of being superior and constantly expects special treatment and consideration;
- attitude of superiority, has a sense of being superior to others, smarter, more creative, talented, experienced, more worldly;
- exaggerated / pathological need for attention, positive or negative, regardless of the circumstances;
- externalizes blame, consistently refuses to take responsibility for own actions, blames others, often seems impervious to rational argument and common sense;
- masks low self-esteem, may display arrogance, self-glorifying attitude, avoids high visibility or involvement, may be considered a “non-entity” by peers;
- anger management problems, manifested by consistent temper tantrums, melodramatic displays, brooding, sulking, seething silence, reacts out of proportion to cause, may direct anger to those who have no connection to triggering incident;
- intolerance, racial, ethnic, religious and other, displays symbols and slogans of intolerance on self or possessions;
- inappropriate humor, macabre, insulting, belittling, or mean.
- Attempts to manipulate others, attempts to con and manipulate to win trust so others will rationalize aberrant behavior;
- Lack of trust, is untrusting and suspicious of the motives and intentions of others, may approach clinically paranoid state;
- Closed social group, introverted, with acquaintances rather than friends, may associate only with a single small group to the exclusion of others;
- Manifests a dramatic change in behavior, academic performance, disobedience of school rules, schedules, dress codes etc.
- Rigid and opinionated, judgemental and cynical, strong opinions on topics about which little knowledge is possessed, disregards facts, logic and reasoning;
- Demonstrates unusual interest in sensational violence;
- Fascination with violence-filled entertainment, movies, TV, computer games, music videos, printed material, inordinate amount of time with violent computer games and websites involving violence weapons and disturbing objects;
- Has negative role models, drawn to negative, inappropriate role models, Hitler, Satan or others associated with violence and destruction;
- Manifests behavior that is relevant to carrying out a threat, spends inordinate amount of time practicing with firearms, on violent websites, begins excluding normal pursuits such as homework, class, work, time with friends.

### **Family Dynamics**

Family dynamics that should be considered in assessing the likelihood of a student carrying out a threat include:

- Turbulent parent / child relationship, relationship is particularly difficult, can be uniquely evident following recent or multiple moves, loss of parent, addition of step-parent, dismisses parents role in his / her life, evidence of violence in the home;
- Acceptance of pathological behavior, parents do not react to behavior that most would find disturbing, parents appear unable to recognize or acknowledge problems in their children, respond quite defensively to real or perceived criticism of child, parents appear unconcerned about, minimize or reject reports of inappropriate behavior by child;
- Access to weapons, family keeps guns, weapons, explosives materials in the home and accessible to the children, weapons treated carelessly, without normal safety precautions, parent or role model may handle weapons irresponsibly or use as device for intimidation;
- Lack of family intimacy or closeness;

- Student “rules the roost,” few limits set for children, parents regularly submit to child’s demands, student insists on inordinate degree of privacy, parents have little information about student activities, school life, friends, or other relationships.
- No limits or monitoring of TV or Internet, parents do not supervise, limit or monitor TV, Internet, computer use or access.

### **School Dynamics**

School dynamics that should be considered in assessing the likelihood of a student carrying out a threat include:

- Student attachment to school, student appears detached from school, other students, teachers, and school activities;
- Tolerance for disrespectful behavior, school does little to prevent or punish disrespectful behavior between students, bullying is part of the school culture, school authorities are oblivious to bullying, little or no intervention by school authorities, school atmosphere promotes racial or class divisions, allows them to remain unchallenged;
- Inequitable discipline, discipline is inequitably applied or is perceived as such by students or employees;
- Inflexible culture, official and unofficial patterns of behavior, values and relationships among students, teachers and administrators are static, unyielding and insensitive to changes in society and the changing needs of newer students;
- Pecking order among students, certain groups have more prestige and respect – both officially and unofficially by students and school officials;
- Code of silence, prevails among students, little trust between students and employees;
- Unsupervised computer access, access is unsupervised and unmonitored, students are able to play violent games, explore inappropriate websites, promote violent hate groups, give instruction in bomb making etc.

### **Social Dynamics**

Social dynamics that should be considered in assessing the likelihood of a student carrying out a threat include:

- Media, entertainment and technology, easy unmonitored access to media, entertainment and Internet sites with violent themes and images;
- Peer groups, intense and extensive involvement with a group that shares fascination with violence or extremist beliefs;
- Drugs and alcohol, knowledge of student’s use of drugs or alcohol or changes in such use is important;
- Outside interests, outside interests of students are important to note as they can mitigate or increase the school’s level of concern in assessing a threat;
- Copycat effect, school shooting and other violent incidents that receive intense media attention can generate threats or copycat violence elsewhere, school employees should be highly vigilant in their aftermath of such incidents.

## INTERMUNICIPAL AGREEMENT

This agreement is made as the 20 day of Sept, 2019, by and between the Hudson City School District, a school district of the State of New York, with offices at 215 Harry Howard Avenue, Hudson, New York 12534 (hereinafter the "School District") and the Hudson Police Department (hereinafter the "HPD"), a municipal corporation of the State of New York in and for the City of Hudson, having an its office and principal place of business at 701A Union Street, Hudson, New York 12534.

### WITNESSETH:

**WHEREAS**, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

**WHEREAS**, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

**WHEREAS**, the respective governing boards of the Hudson City School District, the HPD, and the City of Hudson have determined that it is in their mutual interests to enter into this agreement for the following purposes: for the placement of one (1) School Resource Officer (SRO) in the School District and other services as may be agreed to between the parties, in writing;

**NOW, THEREFORE**, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the HPD hereby agree to the following:

1. The HPD agrees to provide the School District with one (1) Officer to serve as School Resource Officer ("SRO") in the School District for the 2019-2020 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students, teachers and other staff to pursue their respective tasks, and to serve as a role model to students.
2. The SRO shall be an employee of, and shall be subject to the administration, supervision and control of the HPD at all times and shall be subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

3. The Officer assigned as SRO will be selected by the HPD based upon the HPD's judgment and discretion, taking into consideration, among other criteria, the Officer's training, qualifications, experience, interest in the position and the Officer HPD's ability to effectuate the goals and objectives set forth herein. The HPD will take into consideration, but shall not be bound to; any requests of the School District to have a specific Officer serve as the SRO.
4. The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SRO in accordance with the HPD's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
5. The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the HPD shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by Superintendent of Schools to the HPD. A request for replacement shall be honored unless the allegations are found to be insubstantial and lack substance in fact.
6. It is understood and agreed that the HPD, in its sole discretion, shall have the authority to discharge and discipline an Officer assigned as an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SRO by the School District shall be directed to the HPD.
7. It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent, the HPD shall assign another Officer to fill the SRO position if one is available. This request shall not be unreasonably refused.
8. It is understood and agreed that the SROs shall have the following qualifications:
  - a. The SRO shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws, as well as the School Board's policies and regulations;
  - b. The SRO shall be capable of assisting in providing a safe and secure environment conducive to learning; and
  - c. The SRO shall possess good communication skills in order to function effectively within the school environment.
9. The SRO's workday shall be for an eight (8) hour period.
10. The HPD agrees to provide and pay the SRO's salary and employment benefits in accordance with City personnel policies or the applicable collective bargaining agreement, if one exists. The HPD will bill the School District in ten (10) monthly installments for the cost of the one (1) SRO, at the rate of \$40,000.00 per annum, with the


School District paying such costs after audit by the School District's Claims Auditor and within 45 days of receipt of the bill from the HPD.


11. It is understood and agreed that the School District shall be responsible for any overtime pay earned by an Officer serving as an SRO where the School District desires the SRO to remain on duty beyond the eight (8) hour school day, unless the HPD has consented to the presence of the SRO at a school function at no additional cost. The School District shall pay the SRO pursuant to the rates set forth in the assigned SRO's contract.
12. The HPD's Office shall provide the appropriate in-service training for the SRO, to enable the SRO to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students, their privacy and their safety.
13. Each party shall maintain any required insurance coverage during the life of this Agreement and the failure to do so shall make this Agreement voidable by the other party.
14. The School District shall defend, indemnify, and hold the HPD harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement.
15. The City shall defend, indemnify, and hold the School District harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of the School Resource Officer or substitutes arising out of the performance of this Agreement.
16. All Officer performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the HPD proof that they hold valid Workers' Compensation Insurance.
17. Neither party may assign this Agreement.
18. It is expressly understood and agreed that the School District and the HPD 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 other than those set forth herein.
19. This Agreement shall remain in effect for the period of **September 3, 2019 through June 26, 2020**, and may be renewed only upon mutual agreement of the parties.
20. Either party may terminate this Agreement for any reason, or no reason at all, upon at least 30 days written notice to the other party. Any notice shall be sent by certified mail, return receipt requested, or by personal delivery or overnight mail.

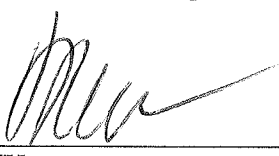


21. This Agreement may only be modified or amended by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.
22. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and venue for any action shall be in the Columbia County Supreme or County Court.
23. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date(s) written below.

Dated: 9/20/19 By:   
 Dr. Maria Lagana Suttmeier, Superintendent  
 Hudson City School District

Dated: 09/19/19 By:   
 Chief Edward Moore, HPD  
 Hudson Police Department

Dated: 9/20/19 By:   
 XXX  
 City of Hudson

Authorized by the Board of Supervisors of the City of Hudson on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to Resolution No. \_\_\_\_\_.

Approved as to form:  
 (City Attorney)

**INTERMUNICIPAL AGREEMENT**

This agreement is made as the 21<sup>st</sup> day of August, 2019, by and between the Hudson City School District, a school district of the State of New York, with offices at 215 Harry Howard Avenue, Hudson, New York 12534 (hereinafter the "School District") and the Columbia County Sheriff's Office (hereinafter the "Sheriff"), a municipal corporation of the State of New York in and for the County of Columbia, having an its office and principal place of business at 85 Industrial Tract, Hudson, New York 12534.

**WITNESSETH:**

**WHEREAS**, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

**WHEREAS**, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

**WHEREAS**, the respective governing boards of the Hudson City School District, the Sheriff, and the County of Columbia have determined that it is in their mutual interests to enter into this agreement for the following purposes: for the placement of one (1) School Resource Deputy (SRD) in the School District and other services as may be agreed to between the parties, in writing;

**NOW, THEREFORE**, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the Sheriff hereby agree to the following:

1. The Sheriff agrees to provide the School District with one (1) Deputy Sheriff to serve as School Resource Deputy ("SRD") in the School District for the 2019-2020 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students, teachers and other staff to pursue their respective tasks, and to serve as a role model to students.
2. The SRD shall be an employee of, and shall be subject to the administration, supervision and control of the Sheriff at all times and shall be subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.


3. The Deputy Sheriff assigned as SRD will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration, among other criteria, the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein. The Sheriff will take into consideration, but shall not be bound to, any requests of the School District to have a specific Deputy Sheriff serve as the SRD.
4. The School District shall evaluate the SRD program and the performance of the SRD. Such evaluation by the School District shall be performed in order to evaluate the performance of the SRD in accordance with the Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRD program.
5. The School District shall have the right to request the removal of any SRD where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by Superintendent of Schools to the Sheriff. A request for replacement shall be honored unless the allegations are found to be insubstantial and lack substance in fact.
6. It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as an SRD as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SRD by the School District shall be directed to the Sheriff.
7. It is understood and agreed that, should an SRD become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the Sheriff shall assign another Deputy Sheriff to fill the SRD position if one is available. This request shall not be unreasonably refused.
8. It is understood and agreed that the SRDs shall have the following qualifications:
  - a. The SRD shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws, as well as the School Board's policies and regulations;
  - b. The SRD shall be capable of assisting in providing a safe and secure environment conducive to learning; and
  - c. The SRD shall possess good communication skills in order to function effectively within the school environment.
9. The SRD's workday shall be for an eight (8) hour period.
10. The Sheriff agrees to provide and pay the SRD's salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the one (1) SRD, at the rate of \$40,000.00 per annum, with the

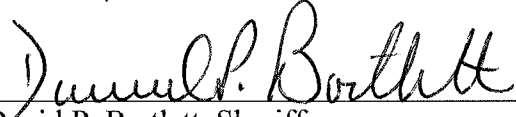
School District paying such costs after audit by the School District's Claims Auditor and within 45 days of receipt of the bill from the Sheriff.

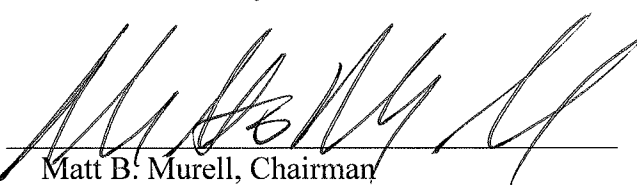
11. It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRD where the School District desires the SRD to remain on duty beyond the eight (8) hour school day, unless the Sheriff has consented to the presence of the SRD at a school function at no additional cost. The School District shall pay the SRD pursuant to the rates set forth in the assigned SRD's contract.
12. The Sheriff's Office shall provide the appropriate in-service training for the SRD, to enable the SRD to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students, their privacy and their safety.
13. Each party shall maintain any required insurance coverage during the life of this Agreement and the failure to do so shall make this Agreement voidable by the other party.
14. The School District shall defend, indemnify, and hold the Sheriff harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement.
15. The County shall defend, indemnify, and hold the School District harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of the School Resource Deputy or substitutes arising out of the performance of this Agreement.
16. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.
17. Neither party may assign this Agreement.
18. It is expressly understood and agreed that the School District and the Sheriff 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 other than those set forth herein.
19. This Agreement shall remain in effect for the period of **September 3, 2019 through June 26, 2020**, and may be renewed only upon mutual agreement of the parties.

20. Either party may terminate this Agreement for any reason, or no reason at all, upon at least 30 days written notice to the other party. Any notice shall be sent by certified mail, return receipt requested, or by personal delivery or overnight mail.
21. This Agreement may only be modified or amended 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.
22. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and venue for any action shall be in the Columbia County Supreme or County Court.
23. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date(s) written below.

Dated: 8/21/19 By:   
 Dr. Maria Lagana Suttmeier, Superintendent  
 Hudson City School District

Dated: 9/9/19 By:   
 David P. Bartlett, Sheriff  
 Columbia County Sheriff's Office

Dated: 9-18-19 By:   
 Matt B. Murell, Chairman  
 Columbia County Board of Supervisors

Authorized by the Board of Supervisors of the County of Columbia on the 12<sup>th</sup> day of June, 20 19, pursuant to Resolution No. 211-2019.

**REVIEWED AS TO FORM**

Approved as to form:  
 (County Attorney)

  
 COLUMBIA COUNTY ATTORNEY