

DRAFT

BOARD AGENDA  
BUSINESS MEETING

Wednesday, November 20, 2024  
6:30 PM In the School Cafeteria (Early start time for Audit Committee)

CV-S Central School  
Cherry Valley, NY

I. OPENING OF MEETING

- A. QUORUM CHECK
- B. CALL TO ORDER
- C. PLEDGE OF ALLEGIANCE
- D. AUDIT COMMITTEE MEETING
- E. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration, Board Committee Reports, Transportation - Mr. Collins
- F. ADDITIONS TO AGENDA
- G. CORRESPONDENCE RECEIVED
- H. SUPERINTENDENT’S REPORT
- I. RECOGNITION OF VISITORS

II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-11-2024 through RESOLUTION 26-11-2024

- A. RESOLUTION 1-11-2024  
APPROVAL OF MINUTES – October 16, 2024
- B. RESOLUTION 2-11-2024  
ACKNOWLEDGE RECEIPT OF TREASURER’S AND FINANCIAL REPORTS – October 2024

- C. FINANCIAL  
RESOLUTION 3-11-2024  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the Tax Collectors Report for the 2024-2025 school year per Attachment III C.

RESOLUTION 4-11-2024  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does hereby approve the following transfer:  
From A2810150 to A2810400 \$20,000

D. CORRECTIVE ACTION PLAN

RESOLUTION 5-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept the Corrective Action Plan dated November 7, 2024 with the implementation date of October 28, 2024.

E. ACCEPT DONATION

RESOLUTION 6-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept the donation from the Cherry Valley-Springfield Endowment Foundation for Educational Excellence, Inc.: Elementary Books Purchase - \$197.99

F. SERVICE PROVIDER AGREEMENT

RESOLUTION 7-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement for the 2024-2025 school year with the following Service Provider: Kristen Wood, Occupational Therapist, as per Attachment III F.

G. SERVICE PROVIDER AGREEMENT

RESOLUTION 8-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement for the 2024-2025 school year with the following Service Provider: Centra Healthcare Solutions, as per Attachment III G.

H. SURPLUS UNIFORMS

RESOLUTION 9-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does not wish to retain the following uniforms. The uniforms are obsolete, no longer functional and declared as surplus and will be donated or disposed of accordingly. Uniform sets - modified girls soccer-20, and modified boys soccer - 20.

I. REQUEST FOR QUALIFICATIONS

RESOLUTION 10-11-2024

More info. to follow.

J. STUDENT LIAISONS

RESOLUTION 11-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve Charlise Canary and Abigail Oram as Board of Education Student Liaisons for the 2024-2025 school year.

**K. PERSONNEL**

**RESOLUTION 12-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Shannon Carley, LPN/Aide, effective November 16, 2024.

**RESOLUTION 13-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Adrienne Haig, Licensed Teaching Assistant, teacher for ACT (spring semester) and Co-Advisor for the Class of 2028, effective November 6, 2024.

**RESOLUTION 14-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the leave of absence for Jessica Licenziato, starting on November 9, 2024 through January 5, 2025.

**RESOLUTION 15-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the unpaid leave of absence for Jessica Licenziato, starting on January 6, 2025 through August 31, 2025.

**RESOLUTION 16-11-2024**

RESOLVED that the Board of Education of the Cherry Valley-Springfield Central School District hereby accepts the resignation of Lindsay Monser from the one year leave replacement LTA position and re-appoints Lindsay Monser from the seniority/recall list, pursuant to Education Law 3013, to an LTA position in the LTA tenure area, effective November 6, 2024 through August 31, 2025. Lindsay Monser will be reinstated with the three (3) years and two (2) months seniority which she has accrued currently and prior to being excessed.

**RESOLUTION 17-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Vanessa McCord to a position as a Long-term Substitute Teacher effective November 12, 2024 through June 27, 2025 and approves her leave of absence as a Licensed Teacher Assistant for the same time period.

**RESOLUTION 18-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Elena Sheldon to a position as a Long-term Substitute Licensed Teacher Assistant effective November 12, 2024 through June 27, 2025.

**RESOLUTION 19-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Chloe Thalheimer to a position as a Long-term Substitute Teacher Aide effective November 18, 2024 through June 27, 2025.

**RESOLUTION 20-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Lindsay Stott-Collins to a position as an LPN/Aide for a probationary period effective November 20, 2024 through May 20, 2025.

**RESOLUTION 21-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following mentee/mentor pairings/adjustments for the 2024-2025 school year:

Vanessa McCord - Joslyn Mabie      Christine Johnson - Kristie Fassett

**RESOLUTION 22-11-2024**

The following resolution was approved at the August 21, 2024 Board of Education meeting:

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Stephanie Spencer, who is a certified Occupational Therapist, to a position as an Occupational Therapist for a probationary period beginning September 1, 2024 through September 1, 2028.

The probationary period needs to be adjusted to the following per civil service rules:

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Stephanie Spencer, who is a certified Occupational Therapist, to a position as an Occupational Therapist for a probationary period beginning September 1, 2024 through March 1, 2025.

**RESOLUTION 23-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignment for the 2024-2025 school year: Kelly Oram - Tutor   Corinne Peretin - Track Recordkeeping

**RESOLUTION 24-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Carol McGovern, Girls JV Basketball Coach, as there are not enough players for a team for the 2024-2025 school year.

**RESOLUTION 25-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following After School Program assignment for the 2024-2025 school year: After School Program Student Peer Mentor - Cole Hribar

**RESOLUTION 26-11-2024**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as volunteers for the 2024-2025 school year: BJ Whiteman   Kassandra Cade-Laymon   Carol McGovern   Nikki All

IV. NEW BUSINESS

A. POLICY REVIEW

RESOLUTION 27-11-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby conduct a first reading of Policies 1120 School District Records, 5695 Students and Personal Electronic Devices and 8130 School Safety Plans and Teams.

V. OLD BUSINESS

VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)
- Review recommendations made by the Committee on Preschool Special Education and the Committee on Special Education

VII. ADJOURNMENT



Cherry Valley-Springfield Central School  
**COLLECTOR'S SUMMARY REPORT**

All SWIS Codes

Year = 2024

School Tax

Posting Date on or before 11/15/24

SWIS	Municipality	Taxable Value	Amount of Tax Levy	Total Taxes Collected	Inst Fees Received	Late Fees Received	Taxes Returned to County	Late Fee Added	County Fee Added	Tax, Fee, and County Fee
272289	CANAJOHARIE	10,150,551	97,821.35	93,283.29	0.00	149.24	4,538.06	136.14	0.00	4,674.20
273089	MINDEN	19,886,678	243,358.41	224,062.56	0.00	375.19	19,295.85	578.85	0.00	19,874.70
362401	CHERRY VALLEY	27,761,087	370,769.39	334,705.95	0.00	423.75	36,063.44	1,081.91	0.00	37,145.35
362489	CHERRY VALLEY - VILLAGE	62,860,022	833,868.50	742,089.73	0.00	1,548.96	91,778.77	2,198.86	0.00	93,977.63
362600	DECATUR	596,715	14,947.25	9,807.22	0.00	12.04	5,140.03	28.80	0.00	5,168.83
363889	MIDDLEFIELD	44,956,092	825,641.33	741,242.13	0.00	1,229.19	84,399.20	2,531.98	0.00	86,931.18
365089	OTSEGO	468,739	5,921.54	5,921.54	0.00	0.00	0.00	0.00	0.00	0.00
365800	ROSEBOOM	56,747,479	708,072.61	588,324.26	0.00	1,033.41	119,748.35	1,981.45	0.00	121,729.80
366000	SPRINGFIELD	159,945,614	2,179,526.57	2,045,933.55	0.00	1,731.90	133,593.02	4,007.76	0.00	137,600.78
366400	WESTFORD	2,671,622	34,246.82	31,564.85	0.00	38.36	2,681.97	80.46	0.00	2,762.43
Report Totals		386,044,599	5,314,173.77	4,816,935.08	0.00	6,542.04	497,238.69	12,626.21	0.00	509,864.90





## **Occupational Therapy Service Provider Agreement**

This Agreement between the Cherry Valley-Springfield Central School District, a New York State School District located in Cherry Valley, New York (hereinafter referred to as the "School District") and Kristen Wood, OTR/L, a New York State Licensed Occupational Therapist (NYS Lic. #008501 ) (hereinafter referred to as the "Service Provider") for Occupational Therapy Services. The School District enters into this Agreement with the Service Provider as an independent contractor, and not as an employee of the School District.

This agreement shall be in effect for the 2024- 2025 school year.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

### **I. THE SERVICE PROVIDER WILL:**

A. Perform services in accordance with the Individual Education Program (IEP) for each student to meet state and federal requirements.

B. Provide the following services through:

1. Complete initial occupational therapy evaluations to include interventions information and goals.
2. Complete re-evaluations when necessary.
3. Establish appropriate treatment plans and collaborate on goals and benchmarks of the IEP with other service providers and caregivers.
4. Assist with selection and/or modifications of equipment to meet student needs as needed.
5. Instruct student, family, service providers and teacher in activities as needed (consultation services).
6. Have ongoing communication with CSE Chairperson regarding student programming.
7. Have ongoing communication with CSE Chairperson regarding student progress, interventions and programming.

C. Maintain Professional liability insurance and provide a certificate of insurance to the School District for the periods covered in this contract.

D. Meet the licensure and qualification requirements for an Occupational Therapist and maintain the license in good standing.

E. Submit a detailed monthly invoice to the School District for approval of payment.

F. Maintain records and confidentiality of records in accordance with school policies and comply with school policies. No information can be shared with third-parties without the express written consent of the School District. The School District shall retain ownership of all records.

### **II. THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT WILL:**

A. Be responsible for payment of fees for services rendered by the Service Provider to students referred for Occupational Therapy;

B. Reimburse the Service Provider on the basis of one hundred and twenty (\$120.00) dollars per hour or sixty (\$60) for a 30 minute session as established by Otsego County for Occupational Therapy services. Travel outside of the Cherry Valley-Springfield School District, CSE/CPSE meetings, UDO supervision of COTA, and consultation with parents, teachers, students or staff members will be paid at the current Federal mileage rate as established by the IRS;

C. Fees for each initial Occupational Therapy evaluation of Kindergarten-12<sup>th</sup> grade students completed will be at a rate of two hundred seventy-five dollars (\$275.00). For each initial Occupational Therapy evaluation of Universal Pre-K students completed will be at a rate of one hundred eighty dollars (\$185.00), or the prevailing rate as set by Otsego County;

D. Provide payment for charges no later than the 30 days following the receipt of each statement as submitted by the Service Provider in an acceptable format;

E. Provide prescription and parent permission documentation prior to contacting Occupational Therapist to schedule initial evaluations.

III. The Provider shall indemnify and hold harmless the School District from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the Service Provider's performance of duties under this Agreement. This indemnification shall extend to the omission or commission of any act, lawful or unlawful, by the School District, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the Service Provider in connection with the defense of said matters.

IV. The provisions of the Agreement shall be reviewed and examined on or about May 1, 2024, and annually thereafter to determine whether the provisions of this agreement shall be modified. The School District or Service Provider may terminate the agreement effective seven (7) days after written notification, including electronic email. This agreement shall automatically terminate if the provider loses certification during the term.

V. This Agreement contains all the terms and conditions agreed to by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties. This Agreement may not be assigned by either party without the express written approval of the other party.

VI. The validity, enforceability and interpretation of any of the clauses of this agreement shall be determined and governed by the applicable provisions of New York Law.

Date: \_\_\_\_\_ TheriJo Sndyer \_\_\_\_\_

Superintendent, Cherry Valley-Springfield Central School

Date: \_\_\_\_\_ Kristen Wood, OTR/L NYS License Number 008501 Occupational  
Therapist



## SUPPLEMENTAL STAFFING AND DIRECT HIRE AGREEMENT

**THIS SUPPLEMENTAL STAFFING AND DIRECT HIRE AGREEMENT** (the "Agreement") is entered into this 13th day of November, 2024 by and between Cherry Valley-Springfield Central School, with an office located at 597 Co Rd 54 Cherry Valley, NY 13320 herein referred to in this Agreement as "CLIENT," and Centra Healthcare Solutions, Inc. with an office located at 1000 Corporate Drive Suite 280, Fort Lauderdale, FL 33334, herein referred to in this Agreement as "CENTRA."

**WHEREAS**, CLIENT requires additional health care personnel to supplement the CLIENT's workforce ("Supplemental Staffing Services") and work in various areas of CLIENT on various shifts on a short-term basis;

**WHEREAS**, CLIENT also from time to time requires the Referral of Candidates (as such terms are defined below) for direct hire positions at CLIENT;

**WHEREAS**, CENTRA provides Supplemental Staffing Services and regularly employs and provides health care personnel (each an "Assigned Employee") to third parties to work on a short-term basis (each an "Assignment");

**WHEREAS**, CENTRA also in is the business of Referring individuals seeking full time direct hire positions (each a "Candidate") to third party business who are seeking to directly hire employees; and

**WHEREAS**, CLIENT wishes to engage CENTRA to provide from time-to-time Assigned Employees to supplement CLIENT's staff and if needed, to request CENTRA to send qualified Candidates for consideration by CLIENT for direct hire positions all in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration for the promises and undertaking set forth below, CLIENT and CENTRA agree as follows:

### ARTICLE 1 - TERM OF AGREEMENT

**Section 1.01 Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in accordance with its terms unless or until it is terminated by either party with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations which shall survive any such termination in accordance with the provisions of this Agreement. Notwithstanding the foregoing, (a) CENTRA may suspend or terminate this Agreement or any Assignment immediately upon written notice to CLIENT if CLIENT fails to pay invoices when due; and (b) this Agreement and all Assignments shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; or (b) cessation of the business of either party. Regardless of the reason for termination of this Agreement, any Assigned Employee or an Assignment, the CLIENT shall pay CENTRA for all hours worked and services rendered by Assigned Employees and other fees due up and until the effective date of the termination of this Agreement, the Assignment, or any Assigned Employee. With regard to Conversion and Direct Hire fees, the termination of this Agreement shall not relieve the CLIENT for payment of such fees for the full extent of the Conversion Period or Referral Period as the case may be nor shall CENTRA be relieved of any Guarantee Period provided herein.

The completion of an Assignment or the termination of an Assigned Employee while on an Assignment shall not terminate this Agreement as to other Assigned Employees or on-going or future Assignments.

### ARTICLE 2 - RESPONSIBILITIES OF CENTRA

**Section 2.01 Supplemental Staffing Services.** CENTRA will, upon request by CLIENT, provide Assigned Employees to CLIENT to perform Supplemental Staffing Services, subject to availability of qualified Assigned Employees. The Supplemental Staffing Services provided by CENTRA to

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Date



CLIENT are to perform on special work situations such as employee absences, temporary skill shortages, seasonal workloads, or special assignments and projects at CLIENT.

**A. Assigned Employees.** CENTRA will supply CLIENT with Assigned Employees who:

- 1) Possess current state license/registration and/or certification, as applicable and appropriate for the Supplemental Staffing Services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards; and copies of which shall be provided to CLIENT. Upon written request of CLIENT, CENTRA shall provide CLIENT a copy of Assigned Employee's valid professional license, PPD, a criminal background check, SCR clearance and any other credentials required by the CLIENT prior to starting.
- 2) Meet CENTRA conditions of employment and CLIENT's policies, procedures, and health clearance requirements, (including proof of pre-employment physical (if applicable), TB skin testing or Quantiferon blood testing, and Hepatitis B vaccine or declination statement), provision of professional references, Level 2 criminal background check (if applicable), 9 panel drug screen, Office of Inspector General and General Services Administration exclusions/sanctions check, comprehensive background screening, and any other applicable hiring criteria, documentation of which will be kept in the CENTRA employee file at no cost to CLIENT.

**B. Insurance.** CENTRA will maintain (at its sole expense), or require the Assigned Employees it provides for an Assignment under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate coverage covering acts or omissions of Assigned Employees or of CENTRA which may give rise to liability for services under this Agreement. CENTRA will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

**C. Payment of Wages.** CENTRA, or its subcontractor, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, social security taxes, worker's compensation and unemployment insurance for all Assigned Employees.

**D. Record Access.** In instances where CLIENT is Medicare and/or Medicaid certified, CENTRA agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement. All Assigned Employees will adhere to HIPAA/FERPA laws of confidentiality.

**E. Assignment Confirmation.** For each new Assignment, CENTRA will prepare an Assignment Confirmation that will be executed by the CLIENT and deemed attached hereto and made a part hereof. The Assignment Confirmation shall contain the provisions specific to the Assignment including the estimated start and end dates, the rates to be charged, the nature of the Assignment. To the extent that any terms in the Assignment Confirmation conflict with the terms of this Agreement, Assignment Acknowledgment shall prevail.

## Section 2.02

### **General Obligations of CENTRA as to Supplemental Staffing Services and Direct Hire introductions by CENTRA:**

**A. Compliance with Labor and Employment Laws.** CENTRA will comply with applicable federal, state and local labor and employment laws and will refer Assigned Employees and Candidates to CLIENT without regard to age, race, color, national origin, religion, sex, disability, being a qualified veteran of the Vietnam era, or any other category protected by federal, state, or local law.

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**B. Applicable Licensing Requirements.** CENTRA will follow its standard employment policies and procedures to verify that all Assigned Employees meet applicable licensing requirements. If CENTRA is advised by CLIENT in writing that a position to be filled by CENTRA requires a particular certification of license, CENTRA will insure that Assigned Employees have and maintain any and all federal, state and local certifications or licenses that are required with respect to the services performed by the Assigned Employees on the Assignment. If CENTRA is referring Candidates to CLIENT for Direct Hire, CENTRA will advise all Candidates of the CLIENT's licensing requirements and will endeavor only to Refer Candidates who meet the CLIENT's stated requirements.

**C. Centra's Role.** CENTRA is not a provider of medical services and does not provide medical treatment, diagnosis, or any other services to patients or on behalf of its clients. CENTRA is solely in the business of locating and providing supplemental staff and direct hire Candidates for its clients.

**D. Customer Service.** Our goal is to always provide you with consistent level of service or the service provided by one of our healthcare professionals. We encourage you to contact us to discuss any issues. CENTRA has processes in place to resolve client complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call the CENTRA corporate office at 954-636-2525. A corporate representative will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by CENTRA's healthcare professionals, which has not been addressed by CENTRA's management, is encouraged to contact The Joint Commission at [www.jointcommission.org](http://www.jointcommission.org) or by calling the Office of Quality Monitoring at 630-792-5636.

### ARTICLE 3 - RESPONSIBILITIES OF CLIENT

#### Section 3.01 For Supplemental Staffing Assignments.

**A. Responsibility for Patient Care.** CLIENT retains full responsibility and authority for patient care while using Assigned Employees.

**B. Direction and Control.** CLIENT accepts responsibility for the daily supervision, direction and control of the work performed by an Assigned Employee while on Assignment.

**C. End Assignments.** Subject to the terms of Section 6.03, CLIENT may end the Assignments of any Assigned Employee at any time and require the individual to leave the premises; in such event, CLIENT will notify CENTRA immediately. CENTRA will not reassign the individual to CLIENT without prior approval of the CLIENT's designee.

**D. Workplace.** During an Assignment, CLIENT will furnish all materials, supplies, facilities and equipment generally required for the Assignment and will provide all Assigned Employees with a suitable place of work that complies with applicable federal, state, and local health and safety laws. Additionally, at a minimum, CLIENT will orient Assigned Employees to its hazard communication procedures and the CLIENT-specific Exposure Control Plan as it pertains to OSHA requirements for bloodborne pathogens, comply with all reporting and recordkeeping responsibilities and provide site specific safety and job training, appropriate information, illness and injury prevention programs, hazard communication programs, and all required safety equipment with respect to any hazardous substances or conditions to which Assigned Employees may be exposed at the CLIENT's facility. CLIENT shall indemnify, defend and hold harmless CENTRA and its officers, directors, members, employees and agents from any and all OSHA (MOSHA) claims, fines and penalties arising out of the worksite and the training of Assigned Employees or otherwise related to the work performed by the Assigned Employee to or on behalf of the CLIENT.

**E. Time Records.** All hours worked must be reported on the timesheets or electronic timekeeping record system. Under no circumstances shall the CLIENT either request or allow the Assigned Employee to fail to report all hours worked or perform work directly for the CLIENT and not through CENTRA.

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Date



**F. Assignment.** CLIENT shall not change the work assignment of the Assigned Employee without the prior written consent of CENTRA.

**G. Performance Evaluations.** CLIENT will complete a written evaluation regarding the performance of each Assigned Employee upon completion of his or her Assignment, and forward the evaluation to CENTRA within 15 days of the end of the Assignment. CLIENT may complete the performance evaluation on either the form CENTRA provide or a comparable form of CLIENT's choosing.

**H. Floating.** Assigned Employee initially requested for a particular area may be reassigned to other areas by the CLIENT after arriving at the CLIENT's facility or at any time while working at the CLIENT's facility, subject to Assigned Employee's qualifications and work experience. Assigned Employee is not subject to float further than thirty (30) miles from original worksite location assuming that the new area is within the Assigned Employee's scope of practice and experience.

**I. Notification for Issues.** CLIENT shall notify CENTRA within 24 hours of the initiation of any complaint, inquiry, investigation or review with or by any licensing or regulatory authority; peer review organization; client committee or other committee, organization, or body that reviews quality of medical care, which complaint, inquiry, investigation or review CLIENT is aware of and directly or indirectly relates or pertains to any Assigned Employee, either in any specific instance or in general. This includes any competency issues, unexpected incidents, errors, unanticipated deaths or other events related to the care and services provided. CENTRA will document and track all incidents, injuries, and unexpected events. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees. If CLIENT deems an act performed by Assigned Employee to be egregious and against any scope of practice then CLIENT may terminate the Assigned Employee immediately without notice. CENTRA requests the opportunity for clinical intervention by a CENTRA clinical staff member, if appropriate, before such termination occurs.

**J. Orientation to facility.** CLIENT agrees to orient staff to the relevant unit, setting and its physical layout, specific rules, regulations, policies and procedures and any equipment that Assigned Employee may utilize.

### **Section 3.02 General Responsibilities of CLIENT.**

**A. Compliance with Labor and Employment Laws.** CLIENT assumes responsibility for its compliance with applicable federal, state and local labor and employment laws that pertain to Assigned Employees and Candidates. CLIENT will not discriminate against an individual who is assigned to CLIENT on the basis of age, race, color, national origin, religion, sex, disability, being a qualified veteran of the Vietnam era, or any other category protected by federal, state or local law.

**B. Insurance.** CLIENT will maintain at its sole expense valid insurance covering its acts or omissions in an amount generally considered standard in CLIENT's industry and Professional Liability covering the actions of an Assigned Employee while working under the direction of CLIENT. CLIENT will forward evidence of coverage to CENTRA prior to execution of this Agreement and will give prompt written notice of any material change in CLIENT coverage.

## **ARTICLE 4 –SUPPLEMENTAL STAFFING FEES**

**Section 4.01 Supplemental Staffing Fees for Services.** CLIENT agrees to pay CENTRA a fee for services in accordance with the rates set forth in Attachment A. CLIENT and CENTRA will sign a Client Confirmation form prior to each Assigned Employee's work start date confirming the details of the Assignment.

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- Section 4.02** **Billing.** CENTRA will submit invoices to CLIENT every week for Assigned Employees provided to CLIENT at the rates set forth on the applicable Assignment Confirmation form. Any state or local sales, use, value added, gross receipts or similar taxes that apply to sales to CLIENT will be added to CLIENT's invoices as a separate item.
- Section 4.03** **Billing for Meals and Incidentals.** Included in the billable hourly rate are the costs involved related to the Assigned Employee's performance outside their area of their tax home. Of the amount due, 14% relates to CLIENT's reimbursement of CENTRA for the Assigned Employee's meals and incidentals in accordance with GSA per diem rules.
- Section 4.04** **Overtime.** Assigned Employees are presumed to be non-exempt from overtime laws and overtime worked is presumed to be authorized by CLIENT unless CENTRA has agreed with CLIENT to forbid it. CENTRA will charge CLIENT premium rates for overtime work only when an Assigned Employee's work on an Assignment at CLIENT, taken alone, would legally require premium overtime pay and CLIENT has authorized, directed, or knowingly allowed the Assigned Employee to work these hours. CLIENT's rate for overtime hours will be the same multiple of the bill rate as CENTRA is required to apply to the Assigned Employee's pay rate. (For most states and circumstances, this multiple is 1.5)
- Section 4.05** **Orientation.** CLIENT agrees to pay CENTRA for all orientation hours worked by Assigned Employee at the agreed upon regular hourly bill rate.
- Section 4.06** **Holidays.** CENTRA will bill CLIENT 1.5 times the amount of the regular hourly bill rate (or the amount required by law, if higher) for the following holiday shifts worked by Assigned Employees: New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- Section 4.07** **Mileage.** CLIENT hereby guarantees to reimburse CENTRA for Assigned Employee's mileage at a rate of sixty-five (\$.65) cents per mile if Assigned Employee will be traveling between CLIENT facilities or patient's residence. If Assigned Employee does not travel between facilities or patient's residence, on a particular day, than CLIENT will not be billed for any mileage. CENTRA will provide CLIENT with the Assigned Employee's mileage log along with the billable hourly invoice. CENTRA will bill CLIENT for drive time, to and from facilities, in addition to mileage.
- Section 4.08** **Minimum Hours Guarantee.** For each full work week of the assignment of Assigned Employee, CLIENT agrees to be billed by CENTRA a minimum of 30 hours per week. Guaranteed hours will be 30 hours per week unless specified with an alternative guaranteed hours schedule on a Client Assignment Confirmation form prior to the start of an assignment. CLIENT shall make no arrangement with Assigned Employee in the nature of compensatory time to circumvent this requirement.
- Section 4.09** **Payment.** All amounts due to CENTRA are net thirty (30) days. CLIENT will send all payments to the address printed on CENTRA 's invoice.
- Section 4.10** **Late Payment.** Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of 0.05% of the unpaid balance, starting with the invoice date, or the maximum rate permitted by applicable law, whichever is less.
- Section 4.11** **Rate Change.** CENTRA will give CLIENT at least thirty (30) days advance notice of any change in rates associated with new or increased labor costs for the Assigned Employees on Assignment at CLIENT that CENTRA is legally required to pay (for example, wage increases, benefits, payroll taxes, social program contributions, and charges linked to benefit levels) until such time as the parties agree upon new bill rates, the applicable Assignment Acknowledgment shall be deemed changed. If there are other rate changes, CENTRA will give CLIENT at least thirty (30) days advance notice of any change in rates. If CLIENT does not object the applicable rate change will be effective and the Assignment Acknowledgement shall be deemed amended to reflect such changes.
- Section 4.12** **Disputes of Invoices.** CLIENT shall have 30 days from receipt of invoice to send an email to [billing@centrahealthcare.com](mailto:billing@centrahealthcare.com) notifying CENTRA of a dispute related to such invoice. If a dispute is

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not received within the 30 day period, then CENTRA shall have no obligation to make any adjustments related to such invoice.

## ARTICLE 5 – CONVERSION FEES AND CANCELLATION FEES

**Section 5.01**     **Conversion.** The following conversion and cancellation fee provisions shall be interpreted and applied only as permitted under the laws applicable to the state where the Assigned Employee is employed. If the applicable law does not permit the terms of this Article to apply, then the Article shall be deemed to be severed and the balance of the Agreement interpreted as if it is not a part of the Agreement. Otherwise, each section and subsection below shall each be treated as independent covenants for purposes of application of relevant law and read as a whole to the extent permissible and enforceable under the state or local law applicable to the place where the specific Assigned Employee is performing the Assignment.

CLIENT will obtain the services of each Assigned Employee, only through CENTRA, unless once introduced or assigned by CENTRA, CLIENT notifies CENTRA of its wish to obtain the person's services by Direct Hire or by assignment, arrangement, or contract from a source other than CENTRA ("Converts") and CLIENT upon timely written notification to CENTRA either:

A.       Pays CENTRA a "Conversion Fee" of:

Discipline	Billable Hours Worked	Conversion Fee
All positions except MD / DO / APRN / PA	0-1040 hours	20% of annualized gross salary
All positions except MD / DO / APRN / PA	1041-2080 hours	10% of annualized gross salary
All positions except MD / DO / APRN / PA	2081+ hours	No conversion fee

B.       Ends the Assigned Employee's assignment, subject to the terms of Section 5.07 and waits at least 365 days (the "Conversion Period") before obtaining that person's services; or

C.       Satisfies an alternative conversion term specified for that Assigned Employee in the applicable Assignment Acknowledgement that is executed by CLIENT and CENTRA.

**Section 5.02**     **Notification and Use.** If CLIENT Converts any Assigned Employee without first notifying CENTRA and satisfying subsections 5.01 A, B, or C above; or if CENTRA refers an individual for CLIENT's consideration as an Assigned Employee, but the person is never assigned to CLIENT (each an "Introduced Assigned Employee") and CLIENT within 365 days after the referral, obtains that individual's services by direct hire or by assignment, arrangement, or contract from a source other than CENTRA, CLIENT will pay CENTRA, a Fee of twenty five (25%) percent of candidate's annual salary for each such individual ("Alternate Conversion Fee").

**Section 5.03**     **Separate Fees.** Separate Conversion Fees and Alternate Conversion Fees apply to each Assigned Employee or Introduced Assigned Employee.

**Section 5.04**     **Due Diligence.** CENTRA urges CLIENT to conduct such investigations, as it deems necessary to verify the information provided by any Assigned Employee and Introduced Assigned Employee prior to conversion and regardless of the background checks and other verifications performed by CENTRA.

**Section 5.05**     **Cancellation Fees.** CLIENT will give CENTRA at least thirty (30) days prior written notice of any Assigned Employee's scheduled start date on an Assignment at CLIENT. If CLIENT does not give at least thirty (30) days prior written notice then CLIENT shall pay CENTRA a fee equal to 4 hours of the hourly billing rate agreed upon (or if there is no agreed rate, the customary rate for such

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position) for each Assigned Employee cancelled multiplied by the number of days by which CLIENT failed to provide the requisite notice. If CLIENT cancels an Assignment while an Assigned Employee has commenced an Assignment without giving CENTRA at least thirty (30) days of written notice, CLIENT shall pay CENTRA a fee equal to eight (8) hours per day of the Assigned Employee's billing rate, for each of the required thirty (30) days' notice that CLIENT has failed to give, except that the number of days shall not exceed the number of days remaining on the Assigned Employee's Assignment, if that Assignment length is specified in writing in CENTRA's records.

**Section 5.06** **Due Date.** All Conversion Fees and Alternate Conversion Fees are due upon the commencement of the Assigned Employee's or Introduced Assigned Employee's employment, engagement, or use by CLIENT. Cancellation Fees are due as set forth in Section 4.08 above. Any failure by the CLIENT to timely pay the Conversion Fees, Alternate Conversion Fees or Cancellation Fees will accrue late fees at the rate of 0.05% of the unpaid balance, starting with the due date, or the maximum rate permitted by applicable law, whichever is less.

**Section 5.07** **Survival of Fees.** The obligations for payment of Conversion Fees and Cancellation Fees shall survive the expiration or termination of this Agreement for any reason.

## ARTICLE 6 - DIRECT HIRE

**Section 6.01** **Definitions.** For purposes of this Agreement: "Introduced" or "Introduction" means sharing in any manner or by any means, by CENTRA with CLIENT of the identity of the Candidate. "End User" refers to the entity (another employer or staffing firm) to which CLIENT Introduces a Candidate and such End User hires the Candidate, directly or indirectly, for any position, as an employee, or temporary employee or independent contractor. "Referral Period" means twelve (12) months from the Introduction of a Candidate by CENTRA to the CLIENT. "Direct Hire" means when a Candidate is Introduced by CENTRA to CLIENT for the purposes of employment as a regular employee or engagement or use directed or indirectly or the services of the Candidate other than as an Assigned Employee of CENTRA.

**Section 6.02** **Confidential Introduction.** All Candidate Introductions made by CENTRA are made on a confidential basis and CLIENT shall hold CENTRA harmless from any liability resulting from CLIENT's unauthorized disclosure or misuse of information regarding any Candidates or their candidacy.

**Section 6.03** **Notification.**

**A.** The CLIENT shall keep CENTRA promptly informed of its intentions regarding hiring or retaining each Candidate throughout the relevant Referral Period by an End User.

**B.** If CENTRA Introduces a Candidate for an immediate direct hire or direct engagement position with CLIENT who: (1) the CLIENT has already interviewed, (2) the CLIENT has already scheduled an interview, or (3) to whom the CLIENT has been introduced directly or by another party within the six (6) months immediately preceding CENTRA's Introduction, the CLIENT will not owe CENTRA a Direct Hire Fee in the event the CLIENT (or the End User) directly or indirectly hires or engages the Candidate, provided that, within three (3) business days following the Introduction, the CLIENT advises CENTRA, in writing, of its prior knowledge of such Candidate and includes supporting documentation. In the absence of such notification and documentation, if the Candidate is directly hired or engaged by the CLIENT (or by an End User) in any capacity during the Referral Period then, CENTRA shall be entitled to a Direct Hire Fee and the CLIENT waives any right to rely upon any prior knowledge of the Candidate as a reason for non-payment of CENTRA's Direct Hire Fee. It is the sole responsibility of the CLIENT to determine whether a Candidate was previously Introduced to it and to notify CENTRA in a timely manner.

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**Section 6.04 Fees.** CLIENT will pay a Direct Hire Fee to CENTRA in the amount below if:

Discipline	Conversion Fee
All positions except MD / DO / APRN / PA	20% of annual salary
Any MD, DO Physician Positions	\$30,000
Any APRN, PA Positions	\$25,000

**A.** Candidate is hired directly or indirectly by CLIENT, its affiliates, parents, or subsidiaries for any position as an employee, Candidate, or independent contractor; or

**B.** Candidate is referred by CLIENT to another employer or staffing firm ("End User") and such End User hires the Candidate, directly or indirectly, for any position, as an employee, Candidate, or independent contractor within 365 days of the original submission by CENTRA.

**Section 6.05 Due Diligence.** CENTRA does not guarantee the performance of any Candidate or the accuracy of information provided regarding a Candidate, and disclaims any responsibility for claim, loss, or liability because of a Candidate's acts or omissions. CENTRA urges CLIENT to conduct such investigations, as it deems necessary to verify Candidate information or to obtain such other information, as it may deem relevant.

**Section 6.06 Due Date.** All Direct Hire Fees are immediately due and payable by the CLIENT to CENTRA net thirty (30) days from the commencement of the Candidate's employment by CLIENT or End User. Any failure by the CLIENT to timely pay the Direct Hire Fee will invalidate any guarantee under Article 7 and will accrue late fees at the rate of 0.05% of the unpaid balance, starting with the Candidate's start date, or the maximum rate permitted by applicable law, whichever is less. The CLIENT's obligations for payment of Direct Hire Fees shall survive the expiration or termination of this Agreement for any reason.

#### ARTICLE 7 –DIRECT HIRE GUARANTEE

**Section 7.01** Notwithstanding any provision within this Agreement to the contrary, provided that CLIENT has timely paid all Direct Hire Fees to CENTRA and immediately notifies CENTRA of the termination, if within the first thirty (30) calendar days after the start date of a Candidate hired by CLIENT ("Guarantee Period"), the Candidate leaves employment for any reason except as a result of CLIENT's restructuring of the job description, lay-off or redeployment caused by the CLIENT, or a violation or an alleged violation of any federal, state or local law by the CLIENT, its employees or agents, then:

**A.** CENTRA will recruit a replacement Candidate at no additional charge up to the amount of the original Direct Hire Fee charged by CENTRA; and

**B.** If a suitable replacement Candidate cannot be located by CENTRA within ninety (90) calendar days after the date of the Candidate's termination or if CLIENT finds a suitable candidate through their own recruitment efforts, then CENTRA shall refund the Direct Hire Fee paid by the CLIENT. For avoidance of doubt all calculations are based upon calendar days of employment or engagement of the Candidate from the first day of direct employment or engagement until the last day the individual works for the CLIENT.

**Section 7.02** This Guarantee shall not apply to any use of the Candidate by an End User even if the Direct Hire Fees have been paid. Should the successful replacement Candidate be hired for a higher salary, CLIENT shall pay any additional Direct Hire Fee due to CENTRA. This shall only be a one-time replacement Guarantee on each Direct Hire. After thirty calendar days of employment or

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engagement of the Candidate by the CLIENT, the Direct Hire Fee shall be deemed nonrefundable and fully earned by CENTRA.

## ARTICLE 8 - GENERAL TERMS

- Section 8.01** **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- Section 8.02** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. Notwithstanding the foregoing CENTRA may freely assign this Agreement and delegate its duties under this Agreement without the consent of the CLIENT to any subsidiary or affiliate of CENTRA, to the purchaser of all or substantially all of CENTRA's assets or stock, or any other successor to CENTRA's business.
- Section 8.03** **Indemnification.** CENTRA agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including legal defense costs) resulting from, or arising out of, any violation of Article 2 or any violation of federal, state or local law resulting from, or arising out of any action of CENTRA or its staff (non-Assigned, non-billed) employees. For purposes of this section, the acts and omissions of Assigned Employees assigned to CLIENT and Candidates shall not be imputed to CENTRA. CLIENT agrees to indemnify and hold harmless CENTRA, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including legal defense costs) resulting from, or arising out of any violation of Section 3 or any violation of federal, state or local law resulting from, or arising out of any actions of CLIENT, its employees or its agents.
- Section 8.04** **Notices.** Any notice or communication with respect to this Agreement shall be in writing sent by personal delivery; by nationally recognized overnight delivery service; or United States mail, postage prepaid, registered or certified mail return receipt requested addressed to such party at its address set forth below their signature below or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. All notices to the CENTRA shall be addressed to the attention of the President and sent to the CENTRA's headquarters at the address set forth above.
- Section 8.05** **Headings.** The headings of Articles, sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 8.06** **Entire Contract.** This Agreement constitutes the entire contract between CLIENT and CENTRA regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement is non-exclusive to both parties.
- Section 8.07** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida.
- Section 8.08** **Availability of Assigned Employee.** The parties agree that CENTRA's duty to supply Assigned Employee or refer Candidates on request of CLIENT is subject to the availability of qualified Assigned Employees. The failure of CENTRA to provide Assigned Employee or Candidates or the failure of CLIENT to request Assigned Employee results in no penalty and does not constitute a breach of this Agreement.

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- Section 8.09 Severability.** In the event that a court of competent jurisdiction finds that any portion of this Agreement is invalid, all other provisions shall remain in full force and effect.
- Section 8.10 Non-Circumvent.** CLIENT hereby agrees not to circumvent CENTRA and the intermediary process and will not make contact with, solicit, hire, deal with, or otherwise be involved in any transaction(s)/job placement with regard to any Assigned Employees, either directly or indirectly through subsidiaries, jointly owned entities, entities of common ownership, etc. CLIENT agrees that such circumvention shall violate the spirit and terms of this Agreement.
- Section 8.11 Attorney's Fees.** If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any relief which it may be entitled.
- Section 8.12 Venue.** Any dispute or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof which is not settled by agreement between the Parties, which results in litigation, shall only be filed in the state or federal courts located in Broward County, Florida.
- Section 8.13 Construction.** The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein shall not be construed against either party, but should be given a fair and reasonable interpretation.
- Section 8.14 Survival.** The parties agree that Section 8.03 and any provision herein relating to indemnification shall survive the termination of this Agreement. Client shall remain liable to CENTRA for all fees and expenses due under Articles 4, 5 and 6 of this Agreement and for all compensation due for services rendered by Assigned Employees through completion or termination of the Assignment and through termination of this Agreement all CLIENT, its affiliates, parents, or subsidiaries, or End User prior to termination. All other provisions of this Agreement that by their terms extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect.
- Section 8.15 Waiver.** No failure or delay by either party in exercising a right or privilege hereunder shall operate as a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CENTRA HEALTHCARE SOLUTIONS, INC.  
("CENTRA")

Omri Papo (Nov 13, 2024 16:21 EST)

SIGNATURE

Omri Papo

PRINTED NAME

President

TITLE

Nov 13, 2024

DATE

CHERRY VALLEY-SPRINGFIELD CENTRAL  
SCHOOL ("CLIENT")

TheriJo Snyder (Nov 15, 2024 13:53 EST)

SIGNATURE

TheriJo Snyder

PRINTED NAME

Superintendent

TITLE

Nov 15, 2024

DATE



## Attachment A

Modality / Specialty	*Regular Local Rate / hour	**Regular Travel Rate / hour	Overtime / Holiday Rate / hour
Board Certified Behavioral Analyst (BCBA)	\$120.00	\$125.00	Regular Rate x 1.5
SPED – Special Educational Teacher / Education Specialist	\$65.00	\$70.00	Regular Rate x 1.5
Registered Behavior Technician	\$50.00	\$55.00	Regular Rate x 1.5
Registered Nurse (RN)	\$85.00	\$90.00	Regular Rate x 1.5
Licensed Practical / Vocational Nurse (LPN / LVN)	\$55.00	\$60.00	Regular Rate x 1.5
Director of Rehabilitation	\$110.00	\$115.00	Regular Rate x 1.5
Physical Therapist, Occupational Therapist, Speech Language Pathologist-CCC	\$85.00	\$90.00	Regular Rate x 1.5
Speech Language Pathologist-CFY	\$75.00	\$80.00	Regular Rate x 1.5
Physical Therapist Assistant, Certified Occupational Therapist Assistant	\$60.00	\$65.00	Regular Rate x 1.5
Speech Language Pathologist Assistant	\$50.00	\$55.00	Regular Rate x 1.5
School Psychologist	\$95.00	\$100.00	Regular Rate x 1.5
Social Worker	\$80.00	\$85.00	Regular Rate x 1.5

**\*Local Rate** is billed in the instance when an Assigned Employee lives within 50 miles from CLIENT's worksite location and the Assigned Employee commutes home on workdays.

**\*\*Travel Rate** is billed in the instance when an Assigned Employee resides over 50 miles from CLIENT's worksite location and Assigned Employee is duplicating their living expenses for Lodging and/or Meals and Incidentals.

*All local, travel or escalated rates will be agreed upon in writing.*

1. Overtime	Bill Rate multiplied by 1.5x for any hours greater than 40.
2. Overtime (California Only)	Hours worked over 8 hours in one day or more than 40 hours within a 7-day work week.

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Subject: Policy Update  
NYSSBA Policy Update Service 2024-2025

First Installment – October 2024

Dear Policy Update members,

We are including the following policies with this First Installment of the Policy Update Service for the 2024-2025 service year:

**1120, School District Records** (policy required, update required)

A recent amendment to the Freedom of Information Law (FOIL) now requires adoption of a policy to notify employees whenever the district responds to a FOIL request for their disciplinary records.

**5695, Students and Personal Electronic Devices**

Rather than an updated sample policy, we are issuing a new sample policy to give districts options and verbiage to prohibit student use of personal electronic devices during the school day. While this is an evolving topic, taking action now allows the district to make their stance clear.

**8130, School Safety Plans and Teams** (policy optional, update recommended)

We have updated this policy to reflect changes to state regulations regarding safety plans, including trauma-informed drills, parent notification, and multi-disciplinary behavioral assessment teams. Such teams were previously referred to as "threat assessment teams." While they remain optional, we modified the language to reflect state regulations.

**Reminder about NOTES**

We include the *NOTES in gray shaded italic text* as background information to help explain the policy changes. We do not intend for this language to be adopted, so please be sure to remove them prior to the first reading.

**Upcoming policy issues**

In the next Installment (anticipated to be January 2025), we will include an updated sample policy **2245, Ex Officio Student Member of the Board**. Chapter 311 of the Laws of 2024 (S.9018/A.9855) was signed by the Governor and goes into effect July 1, 2025, mandating ex officio student board members for each Union Free (which operates a high school), Central, Central High School, and City school districts and BOCES. There were changes to who is eligible to be an ex officio board student member, and how they are selected.

We are keeping watch on a bill addressing **extreme heat in schools** (this would be a new policy). Bill S.3397/A.9011 would require all school districts and BOCES to develop a policy to take actions to address student and staff safety when educational and support areas (except kitchens used to prepare student's food) reach 82° F, and must vacate those areas when they reach 88° F. This bill has been passed by both houses, but has not yet been sent to the Governor to be signed. If/when this bill is signed, it would take effect September 1, 2025.

Additionally, pursuant to Chapter 361 of the Laws of 2024 (S.9147/A.9777), we are also keeping watch on rules and regulations to be developed by the Commissioner of Education regarding **diapering and toileting of students** in public schools. This may or may not necessitate policy action.

We look forward to serving you during this year!

Sincerely, your NYSSBA Policy Team

Jessica Goldstein, Deputy Director of Policy Services  
Courtney Sanik, Senior Policy Consultant  
Mary Williams-Noi, Policy and Equity Consultant  
Stephanie Combs, Policy Consultant  
Shazi Siddiqui, Operations Services Coordinator

#### Cross References

1120 - SCHOOL DISTRICT RECORDS  
5695 - STUDENTS AND PERSONAL ELECTRONIC DEVICES  
8130 - SCHOOL SAFETY PLANS AND TEAMS





## **Policy: 1120**

### **Section: Policy Update - October 2024 - First Installment**

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#### **SCHOOL DISTRICT RECORDS**

*NEW NOTE: See the new section below on employee notification of disciplinary record requests.*  
*OLD NOTE: School boards are required to promulgate rules and regulations addressing the release of district records is required by the state Freedom of Information Law (Public Officers Law §87). We recommend the Board formally adopt the accompanying regulations, even if the Board does not have a practice of adopting regulations generally. This sample policy also includes language addressing the security of computerized district information and references the restrictions on releasing student and teacher/principal data under state Education Law §2-d. Districts are encouraged to review their current policies, regulation and procedures to make sure that they are taking the necessary precautions to ensure data security.*

It is the policy of the Board of Education to inform members of the public about the administration and operation of the public schools in accordance with the Freedom of Information Law of the State of New York.

The Superintendent of Schools will develop regulations, to be adopted by the Board, ensuring compliance with the Freedom of Information Law and setting forth the procedures to be followed to obtain access to district records, and submit such regulations to the Board for approval. Such regulations will address ensuring applicable confidentiality and security of district information, including the protection of student and teacher/principal personally identifiable information in conformance with state Education Law §2-d and regulations 8 NYCRR Part 121. The Superintendent will designate, with Board approval, a Records Access and Records Management Officer, pursuant to law.

#### **Retention and Destruction of Records**

The Board hereby adopts the Records Retention and Disposition Schedule LGS-1 issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, which contains the legal minimum retention periods for district records. In accordance with Article 57-A, the district will dispose of only those records described in the schedule after they have met the minimum retention periods set forth in the schedule. The district will dispose of only those records that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond the established legal minimum periods.

The manner of destruction will be determined by the format of the record (i.e., paper, digital, etc.). In addition, destruction will be appropriately documented.

#### **Employee Notification of Disciplinary Record Requests**

*NEW NOTE: Public Officers Law §87 (part of the Freedom of Information Law (FOIL)) requires public agencies (including school districts and BOCES) to develop a policy to notify employees whenever the district is responding to a request for their disciplinary records pursuant to FOIL. To keep the related topics together, we believe it is preferable to include this information in this policy on public access to district records, rather than adopt a separate policy.*

*The law does not include specific elements the policy must address. An advisory opinion of the Committee on Open Government (COOG) (Advisory Opinion #19867 9/16/24) clarified some aspects of this topic, including that:*

- 1. Notification should be provided to both current and former employees, based on court decisions implementing a similar law for law enforcement disciplinary records.*
  - 2. Notification should be provided after information has been released.*
  - 3. Notification should be provided in writing so there is evidence of the district's compliance with the law. Regular mail or email is sufficient.*
  - 4. Reasonable efforts to notify former employees should be made, and efforts documented.*
  - 5. The notice does not need to include a copy of the FOIL request or the actual records provided, but the district can do so. However, note that FOIL requests and responses themselves are district records subject to FOIL access rights.*
  - 6. As "disciplinary records" is not defined for this purpose, public agencies could use the definition of "law enforcement disciplinary records" in Public Officers Law §86(6). We have done so in this policy, to the extent applicable to school districts.*
- We believe that if there is nothing in an employee's disciplinary records, the district would still need to notify the employee of the request after its response. We suggest including a timeframe of when to provide the employee notice.*

As required by Public Officers Law §87, the district will notify current and former employees in writing that the district has responded to a Freedom of Information Law request for their disciplinary records within **insert number, e.g., 5** working days after the district provides information in response to the request. For former employees, the district will send notification to the last known address or email address, and if current contact information cannot be found, the district will document its attempts.

For purposes of this policy, the district defines "disciplinary records" as any record created in furtherance of a disciplinary proceeding (i.e., any investigation and subsequent hearing or disciplinary action conducted by the district), including but not limited to:

1. The complaints, allegations, and charges against an employee;
2. The name of the employee complained of or charged;
3. The transcript of any disciplinary hearing, including any exhibits introduced at such hearing;
4. The disposition of any disciplinary proceeding; and
5. The final written opinion or memorandum supporting the disposition and discipline imposed including the district's complete factual findings and its analysis of the conduct and appropriate discipline of the employee.

### **Litigation-Hold**

*OLD NOTE: The policy should recognize that when litigation commences, the district must take steps to retain electronic records that may be discoverable (but might otherwise be deleted in the normal course of operations). NYSSBA recommends the following approach.*

The Superintendent will establish procedures in the event that the school district is served with legal papers. The Superintendent will communicate with applicable parties, including the school attorney and the records management official, to ensure that, when appropriate, a litigation-hold is properly implemented. The litigation-hold is intended to prevent the destruction or disposal of records that may need to be produced as part of discovery. It is the intention of the Board of Education to comply with applicable rules and regulations regarding the production of necessary documents, data, files, etc. The Board directs the Superintendent to institute such procedures to implement this policy.

*OLD NOTE: The paragraph below addresses the issue of communicating to staff their responsibility with regard to records retention. It is best practice to have department-specific guidance, such as schedules for the business office, the transportation department, special education, etc. If all record management is done centrally then the following paragraph may not be necessary, or perhaps the language should be changed to reflect how the system is managed in the district and whether there is a need for staff guidance in this area.*

The Superintendent or designee, with assistance from the Records Management Officer, is responsible for developing and disseminating department-specific retention schedules and guidance to staff, as necessary, to ensure adherence to this policy.

Cross-ref:

5500, Student Records

8630, Computer Resources and Data Management

8635, Information and Data Privacy, Security, Breach and Notification

Ref:

Public Officers Law §84 *et seq.* (Freedom of Information Law)

Education Law §§2-d; 2116

Arts and Cultural Affairs Law §57.11

Arts and Cultural Affairs Law Article 57-A (Local Government Records Law)

Federal Rules of Civil Procedure, 16, 26

8 NYCRR §185.15 (8 NYCRR Appendix L) – Records Retention and Disposition Schedule LGS-1 for New York Local Government Records; Part 121

21 NYCRR Part 1401

NYS Department of State, Committee on Open Government, Advisory Opinions OML-AO-#19867 (9/16/24)

Adoption date:

Last Revised: **October 31, 2024**





## **Policy: 5695**

### **Section: Policy Update - October 2024 - First Installment**

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#### **STUDENTS AND PERSONAL ELECTRONIC DEVICES**

*NOTE: As more schools assign students district-owned devices for instructional uses, "bring your own device" has become less common. Some districts are trying to reduce or eliminate distractions caused by student use of personal electronic devices during the school day. To establish a "distraction-free environment," districts may wish to prohibit the use of personal electronic devices for the entire school day, rather than just during instructional time. Some evidence suggests that allowing students to use their devices during noninstructional time has a detrimental effect on student engagement. The specific solution for each district is a matter of administrative implementation and budgetary capacity/priorities, rather than policy. This policy includes sample language allowing districts to choose what works and modify as appropriate.*

***IMPORTANT:** The Governor has expressed interest in a statewide ban on student cell phones in schools, but the State Education Department and NYSSBA are advocating for school districts to decide the best approach for them. While no specific legislation has been proposed yet, any legislative mandate, if one is enacted, would not go into effect for several months. Taking policy action now, while it might need to be modified later, allows the Board to exercise local control.*

The Board of Education recognizes that students may have personal electronic devices that can perform different functions. Such devices include but are not limited to: phones (both smartphones and call/text only phones), tablets, smart watches, wireless headphones and earbuds, internet-connected accessories, e-readers, calculators, voice recorders, cameras and music devices. These devices can create significant distraction to the school environment and reduce student engagement. Additionally, in an emergency, the use of personal electronic devices can distract students from following the directions of staff or emergency responders, contribute to the spread of misinformation, create congestion in the emergency response system, and interfere with the district's emergency response protocols.

The district is not responsible for stolen, lost or damaged personal electronic devices brought to school. During the school day, to minimize distractions, students and their parents/persons in parental relation are asked to communicate via the school. Building staff must educate families on the building's communication protocol.

#### **[Option 1: to establish a distraction-free environment:]**

*NOTE: In the paragraph below, the district can determine whether students in different grade span levels are prohibited from bringing personal electronic devices to school entirely, or allowed to bring them to school but must secure and silence them during the day, or are permitted to bring some devices but not others. For example, students might be permitted to wear smartwatches at the high school level but not the middle and elementary school level.*

At the elementary school level, student personal electronic devices may not be brought to school. At the middle and high school level, student personal electronic devices must be **select as appropriate:** turned off **OR** silenced (without vibration)] and put away from the time students enter the school building until the end of the school day, including time spent in class, lunch, study hall, detention, in-school suspension, and between classes. Exemptions may be granted as outlined below.

*NOTE: Keep in mind that simply expecting students to keep their devices in their own lockers or bags was the approach taken by many districts thus far, but results were not often favorable, due to the addictive nature of social media and electronic devices. Districts relying on this expectation have found enforcement takes time and money in the form of increased staff time or additional administrative staff members, reduces instructional time, and leads to conflict.*

Based on administrative discretion and budgetary allowances, where students are allowed to bring their devices to school, this policy may be implemented through methods including, but not limited to, individual locked pouches, classroom cubbies, centralized lockers, other technology or equipment, or by students keeping their devices in their own lockers or bags.

***[Option 2: to permit electronic device use during non-instructional time:]***

At the elementary school level, student personal electronic devices may not be brought to school. At the middle and high school level, students are permitted to use personal electronic devices only during non-instructional time, including before, after, and between classes, and during lunch. All devices must be **[select as appropriate: turned off OR silenced]** during instructional time. Exemptions may be granted as outlined below.

***[Additional optional language allowing personal devices for specific instructional purposes:]***

Students may be permitted to use their personal electronic devices in the classroom for specific educational purposes, if the following criteria are met:

- The student has registered the device with the district, in accordance with district procedures.
- The teacher has authorized the use of specific personal devices for a particular activity.
- The student uses the personal device to access the Internet or authorized applications through the district's network, under the terms of policy 4526, Computer Use in Instruction.

***[For either Option 1 or 2, retain the rest of the policy:]***

**Exemptions and Exceptions**

Parents or persons in parental relation may request an exemption for their children to use personal electronic devices during the school day for bona fide medical, educational, or disability-related reasons. Requests must be requested from the Building Principal and must include documentation from an appropriate medical or educational professional. The district must first determine that a district-issued device cannot reasonably be used instead of the student's personal electronic device. The least disruptive device possible may be used. If an exemption has been granted, personal devices may only be used for the purposes outlined in the exemption, and the device must be silenced and put away when not in use.

In emergency situations, exceptions to the prohibition of the use of personal electronic devices may be granted by teachers or administrators.

**Enforcement and Consequences**

*NOTE: The district can choose to require confiscation for all instances of electronic device use in violation of this policy or allow students the opportunity to put the device away.*

Enforcement of this policy is the responsibility of building administrative staff; however, all employees are expected to assist in enforcement and modeling the behavior expected of students. Students in violation of this policy must stow/secure their device or will have the device removed by administrators and retained in a secure location for the parent/person in parental relation to retrieve at the end of the school day. Administrators will discuss the aims of this policy with students and their parents/persons in parental relations, the benefits of a distraction-free environment, the reasons the student had difficulty following this policy, and how the district can help the student. Subsequent violations may also result in consequences under the district's Code of Conduct.

Some uses of personal electronic devices may constitute a violation of the school district Code of Conduct, and in some instances, the law. The district will cooperate with law enforcement officials as appropriate.

### **Electronic Devices and Testing**

*NOTE: Regardless of the options selected above, electronic devices are not permitted during the administration of state assessments pursuant to NYSED guidance.*

To ensure the integrity of testing, in accordance with state guidelines, students may not bring cell phones or other electronic devices into classrooms or other exam locations during [**choose one:** all testing **OR** state assessments]. [**If "state assessments" is chosen, the following may be included:** Teachers may grant specific permission for electronic device usage during tests other than state assessments.]

Test proctors, monitors and school officials have the right to collect cell phones and other prohibited electronic devices prior to the start of the test and to hold them for the duration of the test taking time. Admission to the test will be prohibited to any student who has a cell phone or other electronic device in their possession and does not relinquish it.

Students with Individualized Education Plans, Section 504 Plans, or documentation from medical practitioners specifically requiring use of electronic devices may do so as specified.

Cross-ref:

4526, Computer Use in Instruction  
5300, Code of Conduct

Ref:

*Price v. New York City Board of Education*, 16 Misc.3d 543 (2007)  
NYSED, *Prohibition of Cell Phones and Electronic Devices in New York State Assessments*,  
[www.nysed.gov/educator-integrity/prohibition-cell-phones-and-electronic-devices-new-york-state-assessments](http://www.nysed.gov/educator-integrity/prohibition-cell-phones-and-electronic-devices-new-york-state-assessments).

Adoption date:

Last Revised: **October 31, 2024**







## **Policy: 8130**

### **Section: Policy Update - October 2024 - First Installment**

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#### **SCHOOL SAFETY PLANS AND TEAMS**

*NOTE: This policy reflects the requirements of Education Law §2801-a and state regulations 8 NYCRR §155.17 regarding district-wide and building-level safety plans. It is important that the district's actual plans comply with the requirements. This policy was written to summarize these requirements and does not include the entire list.*

*NEW NOTE: Changes to this policy reflect state regulatory changes that went into effect for the 2024-2025 school year regarding trauma-informed drills, specific required drills, and optional multi-disciplinary behavioral assessment teams (also known as threat assessment teams). We have suggested some reorganization noted below. Changes are shown in underline and strikeout below. Other state regulations do not go into effect until the 2025-2026 school year, but we are reflecting the slight changes in terminology for consistency (i.e., lockdown instead of lock-down, shelter-in-place instead of sheltering). We also reflect the more significant changes that go into effect for 2025-26. For the district-wide plan, this includes specific requirements for staff training. For the building-level plans, this includes considering the access and functional needs of student and staff, and student reunification with parents.*

*FOR SINGLE-BUILDING DISTRICTS: Single-building school districts are required to adopt separate district-wide and building-level plans, rather than one combined plan. The Commissioner of Education is authorized to develop an appeals process for such districts.*

Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. The Board of Education recognizes its responsibility to adopt and keep current a comprehensive ~~district~~ district-wide school safety plan and building-level emergency response plan(s) which address violence prevention, crisis intervention, emergency response and management.

Taken together, the district-wide and ~~building~~ building-level plans provide a comprehensive approach to addressing school safety and violence prevention and provide the structure where all individuals can fully understand their roles and responsibilities for promoting the safety of the entire school community. The plans will be designed to prevent or minimize the effects of serious violent incidents and emergencies, declared state disaster emergencies involving a communicable disease or local public health emergency declaration and other emergencies and to facilitate the district's coordination with local and county resources. The plans will also address risk reduction/prevention, response and recovery with respect to a variety of types of emergencies and violent incidents in district schools and will address school closures and continuity of operations.

*NOTE: Districts seeking assistance on developing these plans can refer to the State Education Department (<http://www.p12.nysed.gov/ssss/sae/schoolsafety/save/>), New York State Center for School Safety (<http://www.nyscfss.org>), and New York's Safe Schools (<http://safeschools.ny.gov/>).*

In accordance with state law and regulation, the district will have the following safety teams and plans to deal with violence prevention, crisis intervention and emergency response and management:

#### **Comprehensive District-Wide School Safety Team and Plan**

*NOTE: The district-wide safety plan is to be developed by a district-wide safety team. The appointing authority and composition for this team is set forth in law and regulation (Education Law §2801-a and section 155.17 of the Commissioner's regulations.) The Board has the discretion and authority, in policy, to add members to the committee if they believe it would be helpful. The paragraph below reflects the legal requirements for the composition of the team. The Board may wish to consider adding representation from law enforcement, local mental health services or other local officials to the district-wide team. A student representative is optional. The composition of the district-wide safety team is different than that for the building-level safety team mentioned below. This policy does not include all the many elements required by law and regulation to be in the district level plan. We have highlighted the essential elements. Persons responsible for developing and reviewing this plan should consult the law and regulation to learn the specific details contained therein. Some recently added elements include emergency remote instruction, pandemic protocols, threats made by students against themselves, including suicide, and contacting parents/guardians in the event of such a threat by students against themselves. The district-wide school safety team must also consider installing panic alarm systems when reviewing the plan.*

The Board will annually appoint a district-wide school safety team that includes, but is not be limited to, a representative from the following constituencies: the Board, teachers, administrators, and parent organizations, school safety personnel and other school personnel (including bus drivers and monitors). This team is responsible for the development and annual review of the comprehensive district-wide school safety plan and must consider the installation of a panic alarm system. The plan will cover all district school buildings and will address violence prevention (taking into consideration a range of programs and approaches that are designed to create a positive school climate and culture), crisis intervention, emergency response and management including communication protocols, at the district level. It will include all those elements required by law and regulation, including protocols for responding to declared state disaster emergencies involving a communicable disease that are substantially consistent with the provisions of Labor Law §27-c, and an emergency remote instruction plan.

*NOTE: If the district contracts with law enforcement or public or private security personnel, the district must establish contracts or memoranda of understanding that addresses the role of such security personnel. Such contracts must be developed with stakeholder input, including but not limited to parents, students, administrators, teachers, collective bargaining units, parent and student organizations and community members, plus probation officers, prosecutors, defense attorneys and courts that are familiar with school discipline. The district-wide plan must include these contracts or memoranda and must clearly delegate student discipline to school administrators.*

**[Include this language only if the district employs law enforcement or public or private security personnel, including school resource officers:** The district-wide safety plan will include contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda will be consistent with the Code of Conduct, and will define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline will be clearly delegated to school administration.]

*NOTE: Regarding student members of the district-wide team, the law allows for local Board discretion on whether to include a student member, but includes caveats for confidential information. If the Board wishes to maintain a student member of the team, we have provided an optional paragraph below that reflects the new requirements of §2801-a.*

The Board may also appoint a student representative to the district-wide school safety team. However, no confidential building-level emergency response plans will be shared with the student member, nor will the student member be present during discussion of any confidential building-level emergency response plans, or confidential portions of the district-wide emergency response strategy.

*NOTE: Under state regulations, annual training of existing staff must be completed by September 15 of each year. The chief emergency officer has additional duties listed below, including coordinating such training as well as coordinating the district-wide plans with the building-level plans.*

*The following paragraph reflects a requirement of Education Law §2801-a. Please also know that school districts must certify that all staff have undergone annual training on the emergency response plan, including violence prevention and mental health issues. This training can be done as part of existing professional development or new employee training, but for employees hired after the start of the school year, it must be done within 30 days of hire.*

The Superintendent of Schools or designee will be the district's chief emergency officer and will coordinate communication between school staff and law enforcement and first responders. The chief emergency officer will ensure that all staff understand the district-wide school safety plan and receive annual training on the building-level emergency response plan (including all elements required by state law and regulations), violence prevention and mental health, and will also ensure that district-wide and building-level plans are completed, reviewed annually, and updated as needed by the designated dates. The chief emergency officer will ensure that the district-wide plan is coordinated with the building-level plans, and will ensure that required evacuation, emergency dismissal, and lock-down-lockdown drills are conducted.

### **Optional section: Multi-Disciplinary Behavioral Assessment Teams/Threat Assessment and Reporting Concerns**

*NEW NOTE: State regulations now explicitly include the option for the district-wide school safety plan to establish "multi-disciplinary behavioral assessment teams" (or participate in county or regional "threat assessment teams") as part of the district-wide safety plan. This policy previously included language designating threat assessment teams. We suggest changes in keeping with the terminology and language of the state regulations.*

*Such teams are used to assess whether certain exhibited behaviors or actions need intervention or other support. Some members of the team should be the same for any situation; other members will depend on the subject of the inquiry. The district-wide school safety team can choose to create a district-wide or building-level multi-disciplinary behavioral assessment teams or participate in existing county or regional teams. This policy is written to reflect the district's options. Specific details regarding such teams and their processes should be addressed in the district-wide school safety plan. Because state regulations include this as part of the district-wide plan, we feel it is better to include this information at this point in the policy, rather than after the building-level section below (as previously done).*

*More information and resources are available from the Department of Homeland Security (<http://www.schoolsafety.gov/threat-assessment-and-reporting>), Secret Service (<http://www.secretservice.gov/protection/ntac>), U.S. Department of Education (<http://www2.ed.gov/admins/lead/safety/threatassessmentguide.pdf>), National Center for School Safety ([www.nc2s.org/resource/school-threat-assessment-toolkit](http://www.nc2s.org/resource/school-threat-assessment-toolkit)), the NYS Center for School Safety ([www.nycfss.org/resources-threat-assessment](http://www.nycfss.org/resources-threat-assessment)), and National Association of School Psychologists (<http://www.nasponline.org/resources-and-publications/resources/school-safety-and-crisis/threat-assessment-at-school>).*

~~The Building Principal, in consultation with the Superintendent, will annually designate a threat assessment team to provide ongoing support and information in order to identify, and assess individuals who may be potential threats to safety, with the intent of minimizing acts of violence in the school community.~~ The district-wide school safety plan will establish **select one:** (1) a district-wide multi-disciplinary behavioral assessment team (2) building-level multi-disciplinary behavioral assessment teams (3) staff participation in a county or regional threat assessment team]. The plan will include a description of the team and its purpose. Such team will assess whether certain exhibited behaviors or actions need intervention or other support.

~~The threat assessment team will be composed of, but not limited to, the following personnel from both within the school and the larger community, as appropriate: building administrators, legal counsel, the medical director and/or school nurse, school counselors, local mental health and social service providers, law enforcement, school resource officers, security personnel, and facilities and maintenance personnel. The team will meet regularly. The team will be mindful of the need for discretion and observance of confidentiality requirements.~~

*NEW NOTE: State regulations require that if multi-disciplinary behavioral assessment team or threat assessment team is utilized, there must annual staff training on the purpose and procedures of the team. The rest of the following paragraph is optional.*

Students and families will be encouraged to bring their concerns to any district employee. Annual staff training will include information on the purpose and procedures of the team. ~~If a district employee becomes aware of a threat to the school community, they must inform the Building Principal, who will convene threat assessment team. The Building Principal may request the participation of the following additional individuals who may have specific knowledge of the potential perpetrator: supervisors, teachers, students and parents.~~ The Building Principal is responsible for keeping the Superintendent informed about the activities of the threat assessment team. Threat assessment Team members will receive appropriate training.

### **Building-Level Emergency Response Plans and Teams**

*NOTE: As with the district-wide safety team, the next paragraph reflects the legal requirements for the building-level team, which is now called the "building-level emergency response planning team." The Board has the discretion to add other representatives if they feel necessary. While Education Law §2801-a references pandemic planning for the district-wide school safety plan in compliance with Labor Law §27-c, building level plans will likely need to reflect these provisions as well.*

Each Building Principal is responsible for annually appointing a building-level emergency response planning team that includes representation from teachers, administrators, parent organizations, school safety personnel, other school personnel (including bus drivers and monitors), law enforcement officials, fire officials and other emergency response agencies. The emergency response planning team is responsible for the development and review of a building-level emergency response plan for each district building. The plan(s) will address response to emergency situations, such as those requiring evacuation, sheltering shelter/shelter-in-place and ~~lock-down~~ lockdown at the building level and will include all components required by law and regulation, including measures necessary to comply with Labor Law § 27-c to respond to public health emergencies involving a communicable disease. These confidential plans will include evacuation routes, shelter sites, medical needs, transportation and emergency notification of parents and guardians, and as of July 1, 2025, considerations for the access and functional needs of student and staff, and procedures for the reunification of students with parents/persons in parental relation following an emergency.

*NEW NOTE: The paragraph below was moved up from further in the policy.*

To maintain security and in accordance with law, the building-level emergency response plan(s) are confidential and not subject to disclosure under the Freedom of Information Law or any other law.

*NOTE: We have provided optional text below to address carbon monoxide detectors and alarms. There are no specific requirements for building evacuation upon detection of carbon monoxide. However, building-level emergency response plans must address "response to emergency situations, such as those requiring evacuation." Carbon monoxide leaks can cause injury or death, more so for children and older people. Therefore, emergency response plans should address the response to carbon monoxide detection.*

*NYSED recommends that school policy mandate full building evacuation. The appropriate response may depend on the size and layout of your district's school buildings, the magnitude of the carbon monoxide exposure, and the location of carbon monoxide sources. We recommend acting upon advice from appropriate experts such as first responders and law enforcement. The Board could exercise the greatest caution and mandate that any alarm or detection of carbon monoxide result in evacuation of the entire building. However, NYSSBA does not recommend including specific actions in Board policy, as the building-level emergency response plan is a confidential document. Additionally, note that the most accurate way to monitor carbon monoxide in school buildings is with detectors with a digital display showing parts per million. This way, facilities personnel can monitor low levels of carbon monoxide that, while too low to set off an alarm, may cause adverse effects such as headache over long-term exposure.*

Building-level emergency response plans will include protocols in response to carbon monoxide alarms or detection. Alarm or detection of carbon monoxide will result in the appropriate actions as described by the emergency response plan.

*NOTE: The building-level emergency response planning team develops the building-level emergency response plan. Within this plan is the designation of an actual emergency response team for responding to emergencies. There may be some overlap in who is on the building-level emergency response planning team vs. the emergency response team.*

Building-level emergency response plans must designate:

- an emergency response team for incidents that includes appropriate school personnel, law enforcement officials, fire officials, and representatives from local, regional and/or state emergency response agencies to assist the school community in responding to a violent incident or emergency; and
- a post-incident response team that includes appropriate school personnel, medical personnel, school health personnel, mental health counselors and other related personnel to assist the community in coping with the aftermath of a serious violent incident or emergency.

*NOTE: In guidance dated March 5, 2019 (<http://www.p12.nysed.gov/facplan/documents/SchoolSecurityandDoorHardening.pdf>), the State Education Department advised that ordinarily, classroom door vision panels must remain clear and doors must never be blocked. However, SED has also advised that when authorized by the board in policy and included in the building-level emergency response plans, vision panels may be temporarily covered and doors may be blocked, in order to slow or prevent access by intruders.*

**[Optional language:]** During emergencies, staff are authorized to temporarily cover classroom door vision panels when it is likely to protect staff and students. For example, covering vision panels may prevent an intruder from determining if a classroom is occupied, thereby discouraging attempts to gain access. During emergencies, staff are also authorized to temporarily block doors to slow the access of intruders. Building-level emergency response plans must address the temporary covering of door vision panels and the temporary blocking of doors during emergencies.

## **Drills**

*NOTE: Section 155.17(h) of the Commissioner's regulations require every school district to practice its emergency response procedures under the district-wide school safety plan and building-level emergency response plans. This policy makes the Building Principal responsible for conducting building-level drills. The Board may designate another individual.*

The Building Principal is responsible for conducting ~~at least one test drills~~ every school year of the emergency response procedures under ~~this the building-level emergency response plan~~ including procedures for ~~sheltering and early dismissal~~ evacuation, lockdown and emergency drills as required by state regulations.

Any drill conducted during the school day with students present must be done in a trauma-informed, developmentally and age-appropriate manner, and will not include tactics intended to mimic an actual act of violence or emergency. Except for evacuation drills, at the time a drill is conducted, students and staff will be informed that it is a drill. The district will give parents or persons in parental relation advance notice (at least one week) prior to each drill.

*NEW NOTE: The paragraph on confidentiality of building level plans was moved up.*

~~To maintain security and in accordance with law, the building-level emergency response plan(s) are confidential and not subject to disclosure under the Freedom of Information Law or any other law.~~

## **Threat Assessment Teams**

*NEW NOTE: The section on threat assessment was revised and moved up.*

*NOTE: The following paragraphs regarding threat assessment teams are optional. Threat assessment teams are used to ascertain whether a particular person should be considered a credible threat to safety, in order to help prevent or manage incidents. The aim is to assess risk, not to predict violence, and to determine the credibility and seriousness of a threat and the likelihood that it will be carried out. Some members of a threat assessment team should be the same for any situation; other members will depend on the subject of the inquiry. The Board can choose to create a district-wide threat assessment team or building-level teams. This policy is written to authorize building-level teams, but the Board can use its discretion.*

*According to the FBI and the Secret Service, perpetrators of school violence do not conform to a particular profile, although they usually have engaged in behavior that caused concern prior to the violent incident, and have told someone about their ideas/plans. Threat assessment is a more viable approach to identifying potential dangers than trying to profile possible perpetrators. According to the FBI, threat assessment teams serve five primary purposes: 1. **Information gathering:** What does the team know about the threatener and the targets? 2. **Interviewing:** What can team personnel learn from anyone personally or professionally connected to the potential perpetrator and targets? 3. **Evaluation:** What does all of this information mean in terms of threats of violence to people and the organization? 4. **Decision making:** What should the team do now and in the immediate future? Who will take the lead role in managing the subject's behaviors or actions (e.g., human resources, law enforcement, security, mental health clinicians)? 5. **Follow-up:** If the emotional temperature has cooled around this situation, how will the team continue to monitor the people and behaviors involved so that it does not re-escalate?*

*More information and resources are available from the FBI (<http://www.secretservice.gov/protection/ntac>), U.S. Department of Education (<http://www2.ed.gov/admins/lead/safety/threatassessmentguide.pdf>), and National Association of School Psychologists (<http://www.nasponline.org/resources-and-publications/resources/school-safety-and-crisis/threat-assessment-at-school>).*

The Building Principal, in consultation with the Superintendent, will annually designate a threat assessment team to provide ongoing support and information in order to identify, and assess individuals who may be potential threats to safety, with the intent of minimizing acts of violence in the school community. The threat assessment team will be composed of, but not limited to, the following personnel from both within the school and the larger community, as appropriate: building administrators, legal counsel, the medical director and/or school nurse, school counselors, local mental health and social service providers, law enforcement, school resource officers, security personnel, and facilities and maintenance personnel. The team will meet regularly. The team will be mindful of the need for discretion and observance of confidentiality requirements.

Students will be encouraged to bring their concerns to any district employee. If a district employee becomes aware of a threat to the school community, they must inform the Building Principal, who will convene the threat assessment team. The Building Principal may request the participation of the following additional individuals who may have specific knowledge of the potential perpetrator: supervisors, teachers, students and parents. The Building Principal is responsible for keeping the Superintendent informed about the activities of the threat assessment team. Threat assessment team members will receive appropriate training.

### **Annual Review and Reporting Adoption**

*NOTE: Boards must adopt the district-wide and school-level plans by September 1 of each year (formerly July 1). The date by which plans must be reviewed and updated by the appropriate team is not specified in law or regulation. We had originally suggested May 15 for a deadline, to allow for a required 30 day public comment period, plus some buffer time for revisions. To continue this month and a half time frame would create a new deadline of July 15, which may or may not work well for your district. Please modify as appropriate.*

*School districts are not required to provide a summary of the building-level emergency response plans. The paragraph below reflects this.*

All plans will be annually reviewed and updated, if necessary, by the appropriate team by **[insert date (such as July 15)]**. In conducting the review, the teams will consider any changes in

organization, local conditions and other factors including an evaluation of the results of the annual test of the emergency response procedures drills which may necessitate updating of plans. If the plan requires no changes, then it will remain in effect. If the district-wide plan requires change, then the updated plan will be submitted to the Board of Education in time to allow 30-days of public comment and to hold a public hearing which provides for the participation of school personnel, students and other interested parties prior to Board adoption. All plans must be adopted by the Board of Education by September 1.

### **Reporting to the State and Law Enforcement**

*NOTE: District-wide and building-level plans must be submitted to the appropriate authorities by October 1 of each year, as shown by the underlined text below.*

*State regulations specify that building-level plans must be filed with law enforcement annually. The regulations also specify that the Board must ensure such filing takes place, but we believe the Board can designate this duty to Building Principals.*

*The time frames for filing the plans with the designated entities are established by law (Education Law §2801-a (6)) and may not be altered by Board policy. The Board is free to designate the individual responsible for filing the plans. In 2013, NYSED issued a letter requesting that districts post their district level plan on the district website. The paragraph below reflects that guidance document.*

The Superintendent of Schools is responsible for submitting the district-level school safety plan and any amendments to the plan to the Commissioner within 30 days after its adoption, no later than October 1 of each year. The district-wide plan will be posted on the district's website. Each Building Principal is responsible for submitting the building-level emergency response plan for the building, and any amendments to the plan, to the appropriate local law enforcement agency and the state police within 30 days after its adoption, but no later than October 15 of each year until the 2020-2021 school year, when it must be submitted by October 1 of each year.

#### **Cross-ref:**

0115, Bullying and Harassment Prevention and Intervention  
5300, Code of Conduct  
9700, Staff Development

#### **Ref:**

Education Law §2801-a (school safety plans)  
Executive Law §2B (state and local natural and manmade disaster preparedness)  
Labor Law §27-c  
8 NYCRR §155.17 (School Safety Plans and Teams)  
*School Safety Plans Guidance*, New York State Education Department, June 2010

Adoption date:

Last Revised: **October 31, 2024**







## **Policy: 8130**

### **Section: Policy Update - October 2024 - First Installment**

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#### **SCHOOL SAFETY PLANS AND TEAMS (clean copy)**

*NOTE: This policy reflects the requirements of Education Law §2801-a and state regulations 8 NYCRR §155.17 regarding district-wide and building-level safety plans. It is important that the district's actual plans comply with the requirements. This policy was written to summarize these requirements and does not include the entire list.*

*NEW NOTE: Changes to this policy reflect state regulatory changes that went into effect for the 2024-2025 school year regarding trauma-informed drills, specific required drills, and optional multi-disciplinary behavioral assessment teams (also known as threat assessment teams). We have suggested some reorganization noted below. Changes are shown in underline and strikeout below. Other state regulations do not go into effect until the 2025-2026 school year, but we are reflecting the slight changes in terminology for consistency (i.e., lockdown instead of lock-down, shelter-in-place instead of sheltering). We also reflect the more significant changes that go into effect for 2025-26. For the district-wide plan, this includes specific requirements for staff training. For the building-level plans, this includes considering the access and functional needs of student and staff, and student reunification with parents.*

*FOR SINGLE-BUILDING DISTRICTS: Single-building school districts are required to adopt separate district-wide and building-level plans, rather than one combined plan. The Commissioner of Education is authorized to develop an appeals process for such districts.*

Emergencies and violent incidents in schools are critical issues that must be addressed in an expeditious and effective manner. The Board of Education recognizes its responsibility to adopt and keep current a comprehensive district-wide school safety plan and building-level emergency response plan(s) which address violence prevention, crisis intervention, emergency response and management.

Taken together, the district-wide and building-level plans provide a comprehensive approach to addressing school safety and violence prevention and provide the structure where all individuals can fully understand their roles and responsibilities for promoting the safety of the entire school community. The plans will be designed to prevent or minimize the effects of serious violent incidents and emergencies, declared state disaster emergencies involving a communicable disease or local public health emergency declaration and other emergencies and to facilitate the district's coordination with local and county resources. The plans will also address risk reduction/prevention, response and recovery with respect to a variety of types of emergencies and violent incidents in district schools and will address school closures and continuity of operations.

*NOTE: Districts seeking assistance on developing these plans can refer to the State Education Department (<http://www.p12.nysed.gov/ssss/sae/schoolsafety/save/>), New York State Center for School Safety (<http://www.nyscfss.org>), and New York's Safe Schools (<http://safeschools.ny.gov/>).*

In accordance with state law and regulation, the district will have the following safety teams and plans to deal with violence prevention, crisis intervention and emergency response and management:

#### **Comprehensive District-Wide School Safety Team and Plan**

*NOTE: The district-wide safety plan is to be developed by a district-wide safety team. The appointing authority and composition for this team is set forth in law and regulation (Education Law §2801-a and section 155.17 of the Commissioner's regulations.) The Board has the discretion and authority, in policy, to add members to the committee if they believe it would be helpful. The paragraph below reflects the legal requirements for the composition of the team. The Board may wish to consider adding representation from law enforcement, local mental health services or other local officials to the district-wide team. A student representative is optional. The composition of the district-wide safety team is different than that for the building-level safety team mentioned below. This policy does not include all the many elements required by law and regulation to be in the district level plan. We have highlighted the essential elements. Persons responsible for developing and reviewing this plan should consult the law and regulation to learn the specific details contained therein. Some recently added elements include emergency remote instruction, pandemic protocols, threats made by students against themselves, including suicide, and contacting parents/guardians in the event of such a threat by students against themselves. The district-wide school safety team must also consider installing panic alarm systems when reviewing the plan.*

The Board will annually appoint a district-wide school safety team that includes, but is not be limited to, a representative from the following constituencies: the Board, teachers, administrators, and parent organizations, school safety personnel and other school personnel (including bus drivers and monitors). This team is responsible for the development and annual review of the comprehensive district-wide school safety plan and must consider the installation of a panic alarm system. The plan will cover all district school buildings and will address violence prevention (taking into consideration a range of programs and approaches that are designed to create a positive school climate and culture), crisis intervention, emergency response and management including communication protocols, at the district level. It will include all those elements required by law and regulation, including protocols for responding to declared state disaster emergencies involving a communicable disease that are substantially consistent with the provisions of Labor Law §27-c, and an emergency remote instruction plan.

*NOTE: If the district contracts with law enforcement or public or private security personnel, the district must establish contracts or memoranda of understanding that addresses the role of such security personnel. Such contracts must be developed with stakeholder input, including but not limited to parents, students, administrators, teachers, collective bargaining units, parent and student organizations and community members, plus probation officers, prosecutors, defense attorneys and courts that are familiar with school discipline. The district-wide plan must include these contracts or memoranda and must clearly delegate student discipline to school administrators.*

**[Include this language only if the district employs law enforcement or public or private security personnel, including school resource officers:** The district-wide safety plan will include contracts or memoranda of understanding that define the relationship between the district, personnel, students, visitors, law enforcement, and public or private security personnel. These contracts or memoranda will be consistent with the Code of Conduct, and will define the roles, responsibilities, and involvement in the schools of law enforcement or security personnel. The role of school discipline will be clearly delegated to school administration.]

*NOTE: Regarding student members of the district-wide team, the law allows for local Board discretion on whether to include a student member, but includes caveats for confidential information. If the Board wishes to maintain a student member of the team, we have provided an optional paragraph below that reflects the new requirements of §2801-a.*

The Board may also appoint a student representative to the district-wide school safety team. However, no confidential building-level emergency response plans will be shared with the student member, nor will the student member be present during discussion of any confidential building-level emergency response plans, or confidential portions of the district-wide emergency response strategy.

*NOTE: Under state regulations, annual training of existing staff must be completed by September 15 of each year. The chief emergency officer has additional duties listed below, including coordinating such training as well as coordinating the district-wide plans with the building-level plans.*

*The following paragraph reflects a requirement of Education Law §2801-a. Please also know that school districts must certify that all staff have undergone annual training on the emergency response plan, including violence prevention and mental health issues. This training can be done as part of existing professional development or new employee training, but for employees hired after the start of the school year, it must be done within 30 days of hire.*

The Superintendent of Schools or designee will be the district's chief emergency officer and will coordinate communication between school staff and law enforcement and first responders. The chief emergency officer will ensure that all staff understand the district-wide school safety plan and receive annual training on the building-level emergency response plan (including all elements required by state law and regulations), violence prevention and mental health, and will also ensure that district-wide and building-level plans are completed, reviewed annually, and updated as needed by the designated dates. The chief emergency officer will ensure that the district-wide plan is coordinated with the building-level plans, and will ensure that required evacuation, emergency dismissal, and lockdown drills are conducted.

#### **Optional section: Multi-Disciplinary Behavioral Assessment Teams/Threat Assessment and Reporting Concerns**

*NEW NOTE: State regulations now explicitly include the option for the district-wide school safety plan to establish "multi-disciplinary behavioral assessment teams" (or participate in county or regional "threat assessment teams") as part of the district-wide safety plan. This policy previously included language designating threat assessment teams. We suggest changes in keeping with the terminology and language of the state regulations.*

*Such teams are used to assess whether certain exhibited behaviors or actions need intervention or other support. Some members of the team should be the same for any situation; other members will depend on the subject of the inquiry. The district-wide school safety team can choose to create a district-wide or building-level multi-disciplinary behavioral assessment teams or participate in existing county or regional teams. This policy is written to reflect the district's options. Specific details regarding such teams and their processes should be addressed in the district-wide school safety plan. Because state regulations include this as part of the district-wide plan, we feel it is better to include this information at this point in the policy, rather than after the building-level section below (as previously done).*

*More information and resources are available from the Department of Homeland Security (<http://www.schoolsafety.gov/threat-assessment-and-reporting>), Secret Service (<http://www.secretservice.gov/protection/ntac>), U.S. Department of Education (<http://www2.ed.gov/admins/lead/safety/threatassessmentguide.pdf>), National Center for School Safety ([www.nc2s.org/resource/school-threat-assessment-toolkit](http://www.nc2s.org/resource/school-threat-assessment-toolkit)), the NYS Center for School Safety ([www.nycfss.org/resources-threat-assessment](http://www.nycfss.org/resources-threat-assessment)), and National Association of School Psychologists (<http://www.nasponline.org/resources-and-publications/resources/school-safety-and-crisis/threat-assessment-at-school>).*

The district-wide school safety plan will establish **select one:** (1) a district-wide multi-disciplinary behavioral assessment team (2) building-level multi-disciplinary behavioral assessment teams (3) staff participation in a county or regional threat assessment team]. The plan will include a description of the team and its purpose. Such team will assess whether certain exhibited behaviors or actions need intervention or other support.

*NEW NOTE: State regulations require that if multi-disciplinary behavioral assessment team or threat assessment team is utilized, there must annual staff training on the purpose and procedures of the team. The rest of the following paragraph is optional.*

Students and families will be encouraged to bring their concerns to any district employee. Annual staff training will include information on the purpose and procedures of the team. The Building Principal is responsible for keeping the Superintendent informed about the activities of the team. Team members will receive appropriate training.

#### **Building-Level Emergency Response Plans and Teams**

*NOTE: As with the district-wide safety team, the next paragraph reflects the legal requirements for the building-level team, which is now called the "building-level emergency response planning team." The Board has the discretion to add other representatives if they feel necessary. While Education Law §2801-a references pandemic planning for the district-wide school safety plan in compliance with Labor Law §27-c, building level plans will likely need to reflect these provisions as well.*

Each Building Principal is responsible for annually appointing a building-level emergency response planning team that includes representation from teachers, administrators, parent organizations, school safety personnel, other school personnel (including bus drivers and monitors), law enforcement officials, fire officials and other emergency response agencies. The emergency response planning team is responsible for the development and review of a building-level emergency response plan for each district building. The plan(s) will address response to emergency situations, such as those requiring evacuation, shelter/shelter-in-place and lockdown at the building level and will include all components required by law and regulation, including measures necessary to comply with Labor Law § 27-c to respond to public health emergencies involving a communicable disease. These confidential plans will include evacuation routes, shelter sites, medical needs, transportation and emergency notification of parents and guardians, and as of July 1, 2025, considerations for the access and functional needs of student and staff, and procedures for the reunification of students with parents/persons in parental relation following an emergency.

To maintain security and in accordance with law, the building-level emergency response plan(s) are confidential and not subject to disclosure under the Freedom of Information Law or any other law.

*NOTE: We have provided optional text below to address carbon monoxide detectors and alarms. There are no specific requirements for building evacuation upon detection of carbon monoxide. However, building-level emergency response plans must address "response to emergency situations, such as those requiring evacuation." Carbon monoxide leaks can cause injury or death, more so for children and older people. Therefore, emergency response plans should address the response to carbon monoxide detection.*

*NYSED recommends that school policy mandate full building evacuation. The appropriate response may depend on the size and layout of your district's school buildings, the magnitude of the carbon monoxide exposure, and the location of carbon monoxide sources. We recommend acting upon advice from appropriate experts such as first responders and law enforcement. The Board could exercise the greatest caution and mandate that any alarm or detection of carbon monoxide result in evacuation of the entire building. However, NYSSBA does not recommend including specific actions in Board policy, as the building-level emergency response plan is a confidential document. Additionally, note that the most accurate way to monitor carbon monoxide in school buildings is with detectors with a digital display showing parts per million. This way, facilities personnel can monitor low levels of carbon monoxide that, while too low to set off an alarm, may cause adverse effects such as headache over long-term exposure.*

Building-level emergency response plans will include protocols in response to carbon monoxide alarms or detection. Alarm or detection of carbon monoxide will result in the appropriate actions as described by the emergency response plan.

*NOTE: The building-level emergency response planning team develops the building-level emergency response plan. Within this plan is the designation of an actual emergency response team for responding to emergencies. There may be some overlap in who is on the building-level emergency response planning team vs. the emergency response team.*

Building-level emergency response plans must designate:

- an emergency response team for incidents that includes appropriate school personnel, law enforcement officials, fire officials, and representatives from local, regional and/or state emergency response agencies to assist the school community in responding to a violent incident or emergency; and

- a post-incident response team that includes appropriate school personnel, medical personnel, school health personnel, mental health counselors and other related personnel to assist the community in coping with the aftermath of a serious violent incident or emergency.

*NOTE: In guidance dated March 5, 2019*

*(<http://www.p12.nysed.gov/facplan/documents/SchoolSecurityandDoorHardening.pdf>), the State Education Department advised that ordinarily, classroom door vision panels must remain clear and doors must never be blocked. However, SED has also advised that when authorized by the board in policy and included in the building-level emergency response plans, vision panels may be temporarily covered and doors may be blocked, in order to slow or prevent access by intruders.*

**[Optional language:]** During emergencies, staff are authorized to temporarily cover classroom door vision panels when it is likely to protect staff and students. For example, covering vision panels may prevent an intruder from determining if a classroom is occupied, thereby discouraging attempts to gain access. During emergencies, staff are also authorized to temporarily block doors to slow the access of intruders. Building-level emergency response plans must address the temporary covering of door vision panels and the temporary blocking of doors during emergencies.

## **Drills**

*NOTE: Section 155.17(h) of the Commissioner's regulations require every school district to practice its emergency response procedures under the district-wide school safety plan and building-level emergency response plans. This policy makes the Building Principal responsible for conducting building-level drills. The Board may designate another individual.*

The Building Principal is responsible for conducting drills every school year of the emergency response procedures under the building-level emergency response plan including procedures for evacuation, lockdown and emergency drills as required by state regulations.

Any drill conducted during the school day with students present must be done in a trauma-informed, developmentally and age-appropriate manner, and will not include tactics intended to mimic an actual act of violence or emergency. Except for evacuation drills, at the time a drill is conducted, students and staff will be informed that it is a drill. The district will give parents or persons in parental relation advance notice (at least one week) prior to each drill.

## **Annual Review and Adoption**

*NOTE: Boards must adopt the district-wide and school-level plans by September 1 of each year (formerly July 1). The date by which plans must be reviewed and updated by the appropriate team is not specified in law or regulation. We had originally suggested May 15 for a deadline, to allow for a required 30 day public comment period, plus some buffer time for revisions. To continue this month and a half time frame would create a new deadline of July 15, which may or may not work well for your district. Please modify as appropriate.*

*School districts are not required to provide a summary of the building-level emergency response plans. The paragraph below reflects this.*

All plans will be annually reviewed and updated, if necessary, by the appropriate team by **[insert date (such as July 15)]**. In conducting the review, the teams will consider any changes in organization, local conditions and other factors including an evaluation of the results of the emergency response procedures drills which may necessitate updating of plans. If the plan requires no changes, then it will remain in effect. If the district-wide plan requires change, then the updated plan will be submitted to the Board of Education in time to allow 30-days of public comment and to hold a public hearing which provides for the participation of school personnel, students and other interested parties prior to Board adoption. All plans must be adopted by the Board of Education by September 1.

## **Reporting to the State and Law Enforcement**

*NOTE: District-wide and building-level plans must be submitted to the appropriate authorities by October 1 of each year, as shown by the underlined text below.*

*State regulations specify that building-level plans must be filed with law enforcement annually. The regulations also specify that the Board must ensure such filing takes place, but we believe the Board can designate this duty to Building Principals.*

*The time frames for filing the plans with the designated entities are established by law (Education Law §2801-a (6)) and may not be altered by Board policy. The Board is free to designate the individual responsible for filing the plans. In 2013, NYSED issued a letter requesting that districts post their district level plan on the district website. The paragraph below reflects that guidance document.*

The Superintendent of Schools is responsible for submitting the district-level school safety plan and any amendments to the plan to the Commissioner within 30 days after its adoption, no later than October 1 of each year. The district-wide plan will be posted on the district's website. Each Building Principal is responsible for submitting the building-level emergency response plan for the building, and any amendments to the plan, to the appropriate local law enforcement agency and the state police within 30 days after its adoption, but no later than October 15 of each year until the 2020-2021 school year, when it must be submitted by October 1 of each year.

**Cross-ref:**

0115, Bullying and Harassment Prevention and Intervention  
5300, Code of Conduct  
9700, Staff Development

**Ref:**

Education Law §2801-a (school safety plans)  
Executive Law §2B (state and local natural and manmade disaster preparedness)  
Labor Law §27-c  
8 NYCRR §155.17 (School Safety Plans and Teams)  
*School Safety Plans Guidance*, New York State Education Department, June 2010

**Adoption date:**

**Last Revised: October 31, 2024**