

LYME CENTRAL SCHOOL
DISTRICT-WIDE EMERGENCY RESPONSE PLAN
2023-24

Commissioner’s Regulation 155.17

Commissioner’s Regulation 155.17 requires the development of a building-specific school emergency response plan for each school building. The New York State School Safety Improvement Team has interpreted this as one plan per physical building where educational services are provided. BOCES classroom space within public school buildings should be included in the public school plan.

BACKGROUND

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-Wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies. The district-wide plan is necessary to address the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts are at risk of a wide variety of acts of violence and natural and technological disasters. This reduction and prevention, intervention, response, and recovery with respect to the variety of emergencies that confront or could confront school districts.

INTRODUCTION

Emergencies in schools are paramount issues that must be addressed in an expeditious and effective manner. Schools stand at risk from a wide variety of acts of violence, natural and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in schools.

The Lyme Central School District supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going district-wide cooperation and support of Project SAVE.

SECTION I: GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

A. Purpose

The Lyme Central School’s District-Wide School Emergency Response Plan was developed pursuant to Commissioner’s Regulation 155.17. The LCSD School Safety Plan is directly linked to the Building-Wide Emergency Response Plan. The LCSD District-Wide Emergency Response Plan will guide the development and implementation of the Building-Wide Emergency Response Plan.

B. Identification of School Teams

The Lyme Central School District has developed three emergency teams:

1. District Safety Team
2. Emergency Response Team
3. Post-incident Response Team

C. Concept of Operations

- This Plan has been developed using the New York State Education guidance document. It has been reviewed and revised by some or all members of the District-Wide School Safety Team prior to public comment.
- The initial response to all emergencies at school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- Emergency response actions, including Crisis Response, or Grief Response, may be supplemented by County and State resources through existing protocols.

D. Plan Review and Public Comment

- This plan shall be reviewed and maintained on an annual basis by the Superintendent with some members of the District-Wide School Safety Team.
- Pursuant to Commissioner's Regulation 155.17 (e) (3), a summary of this plan will be made available for public comment 30 days prior to its adoption. The plan must be formally adopted by the Board of Education.
- Building-Wide Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.
- Full copies of the District-Wide School Safety Plan will be supplied to both local and State Police.

SECTION II: RISK REDUCTION—Prevent and Mitigate

A. Designation of School Teams (315-649-2417)

1. The **District-Wide School Safety Team** shall be comprised of:

Teacher	Adrienne Teachout
Administrators	Patricia Gibbons; Christopher Marshall; Deborah Wilkinson
School Safety Personnel	William Rafferty
Community Member	Sherri Wilson
School Nurse	Justine Dowe
Parent	Stacey Linkroum
BOE Member(s)	Deanna Lothrop; Lynn Reichert; Kathy Gardner
Other school personnel	Todd LaSage; Mike Gebo

2. The **Emergency Response Team**, consistent with the National Interagency Incident Management System (NIIMS) & Incident Command System (ICS) shall be comprised of:

Chief Emergency Officer	Patricia Gibbons
Incident Commander (s)	Christopher Marshall; Todd LaSage; William Rafferty
Liaison Officer	William Rafferty; Todd LaSage
Admin./Finance	Ariana Morrison; Heather Archuleta
Public Information Officer (PIO)	Patricia Gibbons; Deborah Wilkinson
Safety Officer (s)	Christopher Marshall; William Rafferty; Todd LaSage
Log/Scribe	Ariana Morrison; Heather Archuleta

3. The **Post-Incident Response Team** shall be comprised of:

Superintendent	Patricia Gibbons
Administrator (s)	Christopher Marshall; Deborah Wilkinson
School Nurse	Justine Dowe
School Doctor	Dr. Alfred Gianfagna
School Psychologist	Stacey Linkroum
Counselor	Tiffany LaVancha
Other School Personnel	William Rafferty; Todd LaSage; Sherri Wilson; Ariana Morrison; Heather Archuleta; Mike Gebo; Maureen Benz

Position & Description

Chief Emergency Officer	Arrange safety training; ensure drills occur; updates building safety plan annually; facilitates annual public hearing of plan summary for community and Board of Education; schedules and facilitates all safety meetings
Incident Commander (IC)	Responsible for emergency/disaster operations and shall remain at the command post to observe and direct all operations
Deputy Incident Commander	Assists the IC with the management of the emergency/disaster. Assumes the role of the IC if required and fulfills the responsibilities until relieved.
Public Information Officer	Acts as liaison between school and public (including media); Acts as official spokesperson for the District.
Liaison Officer	Responsible for coordination with emergency agencies.
Admin./Finance	Provides financial tracking, procurement, and cost analysis related to the incident.
Safety Officer	Ensures that all activities are conducted in as safe manner as possible under the circumstances which exist. The safety officer can enact emergency authority and override the decision of the IC.
Log/Scribe	Documents all activities of the Command Post. Maintains all information/documents of the ICT.

B. Prevention/Intervention Strategies

1. Strategies/Program Initiatives/ Training Drills

- The LCSD conducts annual trainings for both staff and students in school safety issues.
- Training will be planned by the Superintendent and Administrators, as well as with some members of the District-Wide Safety Team.
- The trainings may consist of classroom activities, general assemblies, full scale drills, or other appropriate activities based on district needs. Examples of trainings/drills include but are not limited to: Fire Drills; Lock Down Drills; Lock Out, Evacuation, Early Dismissal (students) and Early Closing (students, faculty, and staff).

2. Implementation of School Security:

In the event of an incident/crime on school property, the building shall utilize the following procedure(s) for securing and restricting access to the scene in order to preserve evidence from being disturbed or destroyed:

- The initial scene security is the responsibility of the administrator in charge or designee until relieved by law enforcement officials.
- No items shall be moved, cleaned, or altered without prior approval from the appropriate law enforcement agency.
- Nothing in this section should be interpreted to preclude the rescue and aid of injured persons.
- The District will consult with State Police, and local and regional first responders to assess safety needs of the building.
- The District implemented a secure “Welcome Center” to limit entrance to the facility.
- The District hired a retired police officer to serve as the District’s School Safety Officer.

3. **Other Safety Measures:**

- Employee ID Badges
- Door Access System
- Video Surveillance
- Raptor Identification System
- Visitor ID Badges
- Fingerprinting/Background Checks (employees/substitutes)
- Telephone System Upgrade
- Installed Lock Down Notification System with exterior strobes and recorded messages
- Installed additional cameras for inside and outside of the facility
- Installed a new PA system for both inside and outside of the facility

4. **Equipment:**

- Automated External Defibrillators
- Smoke Detectors
- Vape Detection Sensors
- Emergency Lighting
- Spill Clean-up/Absorbent Materials
- First Aid Supplies

C. Identification of Signs of Potential Emergencies

The District Safety Team will work to identify both internal and external hazards that may warrant protective actions, such as the evacuation and sheltering of the school population. The School Safety Officer will conduct frequent walkthroughs and walk arounds both inside and outside of the school building and around school grounds, including the storage barn, playground and sports fields. Procedures are developed, and practiced in coordination with the local and State Police Departments, Fire Departments and other first responders.

SECTION III: RESPONSE

A. Assignment of Responsibilities

- The Building-level Emergency Response Team will respond utilizing a chain of command consistent with the National Interagency Incident Management System (NIIMS) Incident Command System (ICS)
- In the event of an emergency, the response team may adapt NDMS ICS principals based on the needs of the incident.

B. Continuity of Operations

- In the event of an emergency, the administrator in charge or his/her designee will serve as Incident Commander. The School Incident Commander may be replaced by a member of a local emergency response agency.
- After relinquishing command, the administrator in charge or his/her designee may be asked to serve in a support role as part of a Unified Incident Command, if established, by the local emergency response agency.
- The school has establish a chain of command to ensure continuity of operations.

C. Notification and Activation

- The report of an incident or a hazard's development will be reported to the administrator in charge or his/her designee as soon as possible following its detection.
- The building will utilize both internal and external communications in emergencies

Telephone	District radio system (portables)
Intercom	Emergency Alert System (EAS)
Local Media	Bus radio system
Weather Radio	Parent Square—Primary Source
Other as Appropriate	

- In the event of an emergency, the administrator, his/her designee, or any staff member with knowledge of the emergency, will notify all building occupants to take the appropriate protective action.
- Further district notification procedures will be addressed as outlined in the District-Wide Plan.

D. Situational Responses-Multi-Hazard

Threats of Violence	Intruder
Hostage/Kidnapping	Explosive/Bomb Threat
Natural/Weather Related	Hazardous Material
Civil Disturbance	Biological
School Bus Accident	Radiological
Gas Leak	*Epidemic/Pandemic
Medical Emergencies	Fire
Structural Damage	Building System Failure
Others as determined by the Building-Wide School Safety Team	

E. Evacuation

- Internal and external evacuation before, during and after school hours (including security during evacuation)
- Immediately upon hearing the fire alarm or other method of notification to evacuate, all faculty, students, staff and visitors shall evacuate the building via the pre-arranged evacuation route which is posted by the doorway in each room or as directed. If an exit is blocked, the alternate route posted in the room shall be used. Elevators shall not be used during an evacuation.
- Sheltering sites – Designated internal and external sheltering sites have been identified and are part of the confidential Building-Level Plan.
- Transportation – if applicable, transportation will be provided by the district's fleet of vehicles.

- Emergency notification will be made ASAP to persons in parental relation to the students
- Persons in parental relation to the students will be notified through the Parent Square System, and local media outlets as deemed appropriate.
- Other procedures as determined by the school building safety team.

F. Emergency Remote Instruction

Overview

The District may offer remote learning days to students in the event of an emergency condition, including, but not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of a school building, or a communicable disease outbreak.

When making decisions about remote instruction, the District will consult with students, parents, teachers, administrators, community members, and other stakeholders as appropriate. When implementing remote instruction, the District will ensure that it is complying with appropriate teaching and learning requirements.

Definitions

A: “Asynchronous instruction” means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher

B. “Non-digital and/or audio-based instruction” means instruction accessed synchronously and/or asynchronously through paper-based materials where the student to teacher interaction occurs via telephone or other platforms.

C. “Remote instruction” means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student (s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher

1. Remote instruction will encompass synchronous instruction provided through digital video-based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.

2. Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where this instruction is more appropriate for a student’s educational needs.

D. “Synchronous instruction” means instruction where students engage in learning in the district presence (remote or in-person) of a teacher in real-time

Formats and Methods of Remote Instruction

Remote instruction may be delivered through a variety of formats and methods. Determinations about how to best deliver remote instruction will take into account a variety of factors, including, but not limited to, the number of students involved, the subject matter, the students’ grade levels, and the technological resources of both the District and the students. Considerations will also be given to whether accommodations need to be made for students with disabilities or English language learners. The Building-level Emergency Response Plan will contain this confidential information.

Instructional Options

The District may engage students in synchronous and asynchronous learning on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction. When remote instruction by digital technology is unavailable, appropriate special accommodations for students will be made to assist their learning.

Computer and Connectivity Access for Students:

The District will ensure that students have the necessary equipment at home to participate in remote learning. No later than June 30th of each school year, the Superintendent will report to the Commissioner of Education the results of the survey on students access to computing devices and access to internet connectivity on a form and format prescribed by the Commissioner. The information received from the survey will aid in the development/updates to the detailed Continuity of Instruction Plan in the Building-Level Emergency Response Plan.

Minimal Instructional Hours

Remote instruction provided on days when the District would have otherwise closed due to an emergency condition may be counted toward the annual hourly requirement for the purpose of state aid. The Superintendent will certify to the New York State Education Department, on a form prescribed by the Commissioner, that an emergency condition existed on a previously scheduled school day and that instructional hours were provided on that day. The Superintendent will certify that remote instruction was provided in accordance with the District's emergency remote learning plan.

Remote Instruction Support:

As deemed necessary, the District will provide instruction on using remote instruction technology and IT support for student teachers, and families. The District will also work to ensure that teachers and administrators are provided with professional development opportunities related to designing an effective remote instruction experience.

SECTION IV: RECOVERY

A. Post-Incident Response

The Post-Incident Team is comprised of designated staff members and district support personnel who are able to assist with the identification, assessment and intervention of students and staff affected by a traumatic event (earthquake, suicide, fire, sudden death, etc.)

B. Activation of the Post-Incident Response Team

In response to notification of an emergency or disaster, sudden death, suicide, etc., the administrator in charge or his/her designee should immediately notify the Superintendent and/or designee and immediate Supervisor, and assemble the Post-incident Response Team to help plan the response and prepare for the following day. Plans should include:

- Establishing a crisis center on campus where Post-Incident Response Team members will be available to meet with students
- Notifying Jefferson County Health Services, Psychological Services and Mental Health Services to secure additional assistance.
- Promptly sharing factual information with staff, students, parents, and community.
- Planning staff meetings or other communications as soon as possible to share information.
- Providing an opportunity for teachers to meet with a designated Post-Incident Response Team member to obtain additional information on how to facilitate classroom discussions and respond to students' questions and needs.
- Providing a written statement which teachers may use to announce the event to students.
- In the event of a death of a staff member or student, the District Grief Response Plan will be used as a source of reference with guidance for the specific incident.

SCHOOL RESOURCE/SAFETY OFFICER AGREEMENT

SCHOOL RESOURCE OFFICER AGREEMENT

July 1, 2023

THIS AGREEMENT is made and entered into by and between the Board of Education of the Lyme Central School District ("District") located at 11868 Academy Street, Chaumont, New York 13622, and School Resource Officer, William Rafferty ("Officer Rafferty"), collectively, (the "Parties").

RECITALS

WHEREAS, the District is interested modifying some of the working conditions for Officer Rafferty, who is currently employed by the District under the civil service title of School Safety Officer, also referred to in statutes and regulations as a School Resource Officer ("SRO");

WHEREAS, the District wants to supplement Officer Rafferty's duties, subject to the specific terms as enumerated in this related employment agreement (the "Agreement").

WHEREAS, the District believes the services of a SRO who is approved to carry a service weapon can provide a uniformed presence within its schools as a deterrent to criminal behavior on the school campus and to promote a greater sense of safety and security; and

WHEREAS, Officer Rafferty and is willing to provide the services of a School Resource Officer at the times and places, and under the terms and conditions required by the District, some of which are described in this Agreement; and

WHEREAS, the specific terms related to some of the duties and responsibilities for Officer Rafferty's employment as an SRO for the District are specified in this agreement and any other terms not addressed herein are reserved to the discretion of the District pursuant to the requirements of law.

TERMS

NOW, THEREFORE, the Parties hereto agree as follows:

A. Qualifications

Officer Rafferty certifies that in his employment in the District in the position of a School Resource Officer, each of the following is true:

1. That he is an honorably retired former member of police department in the State of New York and/or is an active member of a police department in the State of New York;
2. That he has been formally trained in, and is experienced in various law enforcement procedures and investigative techniques, to include New York's Penal Law and Criminal Procedure Law, as well as any applicable State, Federal, and Local laws and regulations and has received specific training related to the his role as an SRO in the educational setting;
3. That he is fit to perform the duties normally associated with those of a SRO and he knows of no physical infirmity or incapacity that will prevent him from discharging the duties of an SRO;

4. That he presently has, and agrees to maintain, his right to carry and possess a firearm via a valid New York State Pistol Permit pursuant to the requirements of New York Penal Law Article 400;
5. That he will provide his own weapon and related equipment for use while on duty and in the employ of the District and that he is responsible for maintaining his proficiency regarding its use;
6. That to the extent any exist, he is familiar, or will familiarize himself with any limitations his status as an SRO places on his ability to perform any law enforcement related duties regarding activities or incidents occurring on school grounds/property;
7. That he shall comply with all state and federal laws and adhere to and abide by the District's rules, regulations, policies and procedures related to investigations, interviews, and search and arrest procedures; and
8. That he shall report all violations of law, school rules, regulations or policies to school administration and, where appropriate, to local law enforcement agencies. Notwithstanding the responsibility to report, the responsibility to discipline for violations of school rules, regulations or policies rests solely with the school administration.

B. General Duties and Responsibilities

The general duties and responsibilities of the SRO shall include, but not be limited to, the following:

1. Provide for the security and safety of all students, staff, and visitors, protect school property, and maintain order in and around the school site.
2. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
3. Provide assistance in crisis situations, e.g., disruptive parent/visitor, violent and/or out of control student or staff, etc.
4. Assist with situations needing to be referred to law enforcement, e.g., drug possession, acts of violence, etc.
5. Report all violations of law, school rules, regulations or policies to school administration and, where appropriate, to local law enforcement agencies. Notwithstanding the responsibility to report, the responsibility to discipline for violations of school rules, regulations or policies rests solely with the school administration.
6. Advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property.
7. When requested to do so by the Superintendent or their designee, screen persons entering the building or school grounds for any contraband including weapons.
8. Take necessary action to prohibit loitering and trespassing on school grounds.
9. Question any individual not having appropriate identification to ascertain his/her status and purpose of their presence on school property.
10. Serve as a resource for teachers, parents, and administrators.
11. Provide an open and obvious presence in the building, i.e., patrol the hallways, visit the cafeteria, speak with and develop a rapport with the students, etc.

12. Attend special events held during the school day, such as assemblies and presentations, and, where directed by the Superintendent, non-school day events such as prom and large sporting events.
13. Where requested to do so, provide presentations at faculty and staff meetings on law enforcement and/or safety related topics and assist with staff professional development and trainings on similarly related topics.
14. Provide support for the development of required school safety plans and the performance of safety and evacuation drills.
15. Engage in various prevention activities, e.g., classroom presentations on bullying, internet safety, drug use/awareness, stranger danger, etc.
16. Perform investigations of specific matters as directed by the Superintendent.
17. Other activities as directed by the Superintendent or their designee.

C. Chain of Command

The SRO's primary point of contact will be the Superintendent of Schools and/or their designee.

D. Reporting of Crimes

If school personnel uncover evidence that a crime has been committed as defined by statute and/or District policy/regulation, or as determined by the school principal or his/her designee, the school official shall notify the School Resource Officer, or in the event of an emergency or the School Resource Officer's absence, dial 911 for police.

E. Limitations

This agreement contains only limited terms and conditions as agreed upon between the Parties related to the employment of the SRO. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

F. Execution

This Agreement shall be binding upon both parties when fully signed and executed by the SRO and upon approval of the District's Board of Education.

G. Termination of the Agreement

The Parties agree that this Agreement may be terminated upon written notice to the other party at said party's designated address. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO's service up to the effective termination date of said Agreement. The Parties further agree that this Agreement shall continue for the term of the SRO's employment with the District.

H. Authorization by the Board of Education to Carry a Service Pistol

In accordance with Article 265.01-a of the New York State Penal Law, the Board of Education reapproved the carrying of a firearm by an SRO employed by District at its meeting on July 2, 2020 and by its resolution, the Board of Education has provided its affirmative written permission to Officer Rafferty to possess and carry a properly registered personal firearm as

approved by the Superintendent of Schools while on school property and while in the performance of his/her duties for the District.

I. Use of Personal Protective Equipment

In consultation with the SRO and as approved by the Superintendent, the District will purchase personal protective equipment such as a bullet proof vest and other types of body armor for the SRO's use with the expectation that the SRO will wear such personal protective equipment while on duty for the District. Such equipment will be kept in good repair and replaced and/or updated on a regular basis in accordance with the normal standards employed for law enforcement officers in the State of New York.

J. Firearms and Use of Force Training and Maintenance

The SRO will coordinate with the New York State Police and/or the Jefferson County Sheriff's Department to ensure regular and ongoing training in the proficient use of firearms and training in the best practices for the proper and appropriate use of force for an SRO. All costs associated with such training shall be paid by the District.

K. Rules Regarding Use of Force

The SRO understands that it is the District's policy in accordance with the laws of the State of New York that the SRO may only engage in the use of force where the defense of justification pursuant to New York Penal Law Article 35 applies to the use of such force. The defense of justification is defined in Section 35.05 of Article 35 of the New York Penal Law states:

Such conduct is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no fault of the actor, and which is of such gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding such injury clearly outweigh the desirability of avoiding the injury sought to be prevented by the statute defining the offense in issue. The necessity and justifiability of such conduct may not rest upon considerations pertaining only to the morality and advisability of the statute, either in its general application or with respect to its application to a particular class of cases arising thereunder. Whenever evidence relating to the defense of justification under this subdivision is offered by the defendant, the court shall rule as a matter of law whether the claimed facts and circumstances would, if established, constitute a defense.

In accordance with the above legal requirements, the SRO will coordinate with the District to develop proposals and recommendations for the Superintendent and the Board of Education's considerations for the modification and/or adoption of District policies and/or administrative guidance regarding use of force by the SRO in the performance of the SRO's duties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the 3rd day of July, 2023.

BY: LYME CENTRAL SCHOOL DISTRICT

Patricia Gibbons
Patricia Gibbons, Superintendent

July 3, 2023
Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, Sherril L. Wilson Clerk of the Board of Education for the Lyme Central School District, do certify that this Agreement between the Lyme Central School District and Officer Rafferty was duly approved by a majority vote of the voting strength of the Board of Education on July 3, 2023.

Sherril L. Wilson
DISTRICT CLERK

July 3, 2023
Date

BY: SCHOOL RESOURCE OFFICER

William Rafferty
Officer William Rafferty

08/16/23
Date

SS:)
County of Jefferson)

On the 16th day of August in the year 2023 before me, the undersigned, personally appeared William Rafferty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherril L. Wilson
Notary Public

SHERRI L. WILSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WI6396411
Qualified in Jefferson County
Commission Expires August 19, 2027