

**DRAFT**

**DISTRICT-WIDE SCHOOL SAFETY PLAN**

Hadley-Luzerne Central School District

2021-2022 School Year

Adopted by BOE:

Public Comment Period:

Reviewed by DWSST:

Safety Team Appointed by BOE:

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## **Introduction**

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a district-wide school safety plan (district plan) designed to prevent or minimize the effects of serious violent incidents, declared state disaster emergency involving a communicable disease or local public health emergency declaration and other emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies. The district plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts 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 each school district and its schools.

The Hadley-Luzerne 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**

### Purpose

The Hadley-Luzerne Central School District's district plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Hadley-Luzerne Central School District Board of Education, the Superintendent of the Hadley-Luzerne Central School District appointed a district-wide school safety team and charged it with the development and maintenance of the district plan.

### Identification of Chief Emergency Officer

The Hadley-Luzerne Central School District designates the Superintendent as the Chief Emergency Officer, whose duties shall include, but not be limited to:

- Coordination of the communication between school staff, law enforcement, and other first responders;
- Lead the efforts of the district-wide school safety team in the completion and yearly update by September 1st, of the district plan and the coordination of the district plan with the building-level emergency response plan (building plan);
- Ensure staff understanding of the district-wide school safety plan;
- Ensure the completion of the building plans for each school building and yearly update by September 1st;
- Assist in the selection of security related technology and development of policies for the use of such technology;
- Coordinate appropriate safety, security, and emergency training for district and school staff, including annual required training in the emergency response plan by September 15th; and

- Ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807.

#### Identification of School Teams

The Hadley-Luzerne Central School District has created a district-wide school safety team appointed by the board of education consisting of, but not limited to, representatives of the school board, teacher, administrator, and parent organizations, school safety personnel and other school personnel, including bus drivers and monitors. The members of the team by title are as follows:

- Superintendent of Schools
- Superintendent of Buildings and Grounds
- Principal of the SMT Elementary School
- Principal of the Junior/Senior High School
- Athletic Director
- Warren County Sherriff and Parent
- Teacher
- Parent and Community Member
- BOCES Safety Specialist
- Transportation Supervisor

#### Concept of Operations

The district plan is directly linked to the individual building plans for each school building. Protocols reflected in the district plan guide the development and implementation of the individual building plans.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual building is by the building-level emergency response team. Upon the activation of the building-level emergency response team, the Superintendent of Schools or their designee is notified and, where appropriate, local emergency officials are notified. Efforts may be supplemented by County and State resources through existing protocols.

#### Plan review and public comment

This plan shall be reviewed and maintained by the Hadley-Luzerne Central School District district-wide school safety team and reviewed on an annual basis on or before September 1st of each year. This plan is posted on the district's webpage.

Pursuant to Commissioner's Regulation 155.17 (e) (3), this plan was made available for public comment 30 days prior to its adoption. The district plan is adopted by the Board of Education after one public hearing that provides for the participation of school personnel, parents, students and any other interested parties.

While linked to the district plan, the building plan shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with

Education Law Section 2801-a. The building plan shall be kept confidential and shall not be disclosed except to authorized department or school staff and law enforcement officers.

The district plan and any amendments are submitted to the New York State Education Department within 30 days of adoption by posting this public plan on the district's website. The building plan is supplied to law enforcement agencies in Warren County and the NYS State Police within 30 days of adoption.

## **Section II: General Emergency Response Planning**

The district plan provides the framework for the building plan. The purpose of a uniform plan is to ensure district-wide continuity for emergency responses. These general emergency responses are used to assist school employees, students, parents and emergency responders learn one system that can be used in the Hadley-Luzerne Central School District.

Identification of sites of potential emergency, including:

- The district-wide school safety team in conjunction with local officials has identified areas outside of school property that may impact a district facility during an emergency. Factors that were considered included population, presence of hazardous materials, and potential for emergency based on national trends and proximity to district property.
- A list of areas has been identified as having the potential to impact within the district. This list has been created for reference and awareness. The list is not all-inclusive for every emergency. However, these areas have been identified as having the most probable impact on district facilities or district boundaries should they have or create an emergency. A list of potential community-based hazards or emergency situations has been noted in the building plan.
- The district-wide school safety team has recognized that there are many factors that could cause an emergency within our school building. There are also factors that need to be considered when responding to an emergency. A list of potential internal and external hazards or emergency situations has been noted in the building plans.

The district has developed multi-hazard response guides. These guidelines are located in the building plan and are in Incident Command System (ICS) format. Plans for taking the following actions in response to an emergency where appropriate include, but are not limited to:

- Initial Actions
- Command Post Location (primary and secondary)
- **Shelter in Place:** Used to shelter students/staff inside the school
- Severe Weather
- Bomb Threat
- HazMat Incident
- **Hold-In Place:** Limits student/staff movement while dealing with short term emergencies
- **Evacuation:** Used to evacuate students/staff from the school
- Before, during and after school hours, including security during evacuation and evacuation routes
- Evacuation/Relocation Sites (internal and external)
- **Lockout:** Used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school

- **Lockdown:** Used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.
- School Cancellation
- Early Dismissal

Emergencies include, but are not limited to:

Air Pollution	Earthquake	Heating System Failure	Natural Gas Leak
Anthrax/Biological	Elec. System Failure	Hostage Situation	Radiological
Aviation Crash	Energy Supply Loss	Intruder Situation	Roof Leak/Failure
Bldg. Structural Failure	Epidemic	Loss of Building	School Bus Accident
Bomb Threat	Explosion	Loss of Buses	Severe Weather
Civil Disturbance	Fire Alarm Evacuation	Mass Casualty	Threats of Violence
Crimes Against People	Flood	Medical Emergency	Water Emergency

The district has identified various district resources that may be available for use during an emergency, including the identification of personnel, equipment and shelters.

Using ICS the district has identified the school officials authorized to make decisions during an emergency. Through ICS, the procedures to coordinate the use of school district resources and manpower during emergencies, including the identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies are clearly defined. ICS also identifies the staff members and their backups assigned to provide assistance during emergencies.

The district has policies and procedures for annual multi-hazard school safety training for staff and students, including the strategies for implementing training related to multi-hazards. By October 1 of each school year, the superintendent provides written information to all students and staff about emergency procedures. All staff receive annual training by September 15th on the building plan which includes components on violence prevention and mental health. New employees hired after the start of the school year receive this training within 30 days of hire or as part of the district's existing new hire training program, whichever is sooner. The district certifies that this training is completed by October 1<sup>st</sup> every year in the New York State Education Department (NYSED) Basic Education Data System (BEDS).

The following procedures, which have been established to provide this training on an annual basis, include but are not limited to: early dismissal/go home drill, shelter-in place, hold-in-place, evacuation/fire drills, lockout, lockdown, table top exercises and Incident Command System training.

The district conducts drills and other training exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local, county, and state emergency responders and preparedness officials. A debriefing concludes each test to determine if changes to the plan are necessary.

### Fire and Emergency Drills

The school district, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conducts one test of its emergency response procedures under its building plan, including sheltering, lock-down, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.

The Education Law §§ 807(1-a), 807 (b): Fire and Emergency Drills July 2016 amendments expanded fire drill requirements to also include emergency drills to prepare students to be able to respond appropriately in the event of a sudden emergency. The statute now requires twelve drills be conducted each school year, four of which must be lock-down drills. The remaining eight are required to be evacuation drills. There is still a requirement that eight of the required twelve drills must be completed in the first half of the school year (September 1 to December 31st).

The statute explicitly requires schools to conduct lock-down drills, which are essential, because they prepare students and staff to respond to the highest level of threat with the most urgent action and the least margin for error. The goal is to have schools conduct drills where they immediately clear hallways, lock doors and take positions out of sight to practice their ability to put the building into a protective posture as quickly as possible. These emergency measures allow time for responding law enforcement to arrive on scene and neutralize the threat. If possible, law enforcement should be involved in the drills to help prepare students and staff for their interactions and release from lock-down by uniformed officers. However, law enforcement involvement is not required by the new legislative mandate. Other protective actions such as lock-out or shelter in place are emergency actions that are usually preceded by some degree of warning time and do not require the immediate response necessary for a lock-down. While the school should be well versed in their lock-out and shelter in place protocols, lock-down is the only type of protective action that is specifically required by the statute.

### **Section III: Responding to Threats and Acts of Violence**

The school refers to its Crisis Intervention Plan via the post-incident response team and the Multi-Hazard Emergency Response Guides located in the building plan. These are reviewed by the district-wide school safety team to ensure content and consistency throughout the district. These policies and procedures are for responding to implied or direct threats of violence by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including threats by students against themselves, which includes suicide. The following types of procedures are addressed in the plan:

- Informing the Superintendent or designee of implied or direct threats.
- Determining the level of threat with the Superintendent and building-level emergency response team members.
- Contacting appropriate law enforcement agency, if necessary.
- Monitoring the situation, adjusting the district's responses as appropriate to include possible implementation of the building-level emergency response team.
- Communication with parent/guardian. When a student implies or specifically threatens self-inflicted violence including suicide, the principal of the school in which the student attends directly contacts the respective parents/guardians.

The Multi-Hazard Emergency Response Guides in the building plan provide guidance on the district's policies and procedures for responding to direct acts of violence (i.e., Crimes Against Persons, Hostage Taking, Intruder and Kidnapping) by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including consideration of zero-tolerance policies for school violence.

The following types of procedures are addressed in the plan:

- Inform the Superintendent/designee
- Determine the level of threat with the superintendent/designee and the building-level emergency response team.
- If the situation warrants, isolate the immediate area.
- Monitor the situation; adjust the level of response as appropriate; if necessary, initiate lockdown, evacuation, sheltering and/or early dismissal procedures as needed, if needed.
- Contact appropriate law enforcement agency.

NOTE: The Hadley-Luzerne Central School District's "Code of Conduct" describes by students, teachers, other school personnel and visitors to the school.

Response protocols are identified in the building plan in the ICS format along with definitions of ICS roles and responsibilities. The Multi-Hazard Emergency Response Guides address specific procedures for responding to bomb threat, intruders, hostage takings and kidnapping.

The following protocols for appropriate responses to emergencies are provided as examples of responses to bomb threats, hostage takings, intrusions and kidnappings:

- Identification of decision-makers.
- Plans to safeguard students and staff.
- Procedures to provide transportation, if necessary.
- Procedures to notify parents.
- Procedures to notify media.
- Debriefing procedures.

The district has established policies and procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. In the Hadley-Luzerne Central School District, the following communication method is used:

- A mass notification feature in its phone system, which automatically sends one message out to all staff and persons in parental relations, which would inform them of the event.

#### **Section IV: Communication with Others**

The Hadley-Luzerne Central School District is fortunate to have substantial ties to the communities of Hadley, Lake Luzerne and Warren County. If there were an emergency within our facility, we would call 911 for emergency assistance. If involvement is needed from other local government agencies, the Superintendent or designee would act as the contact person. Additional procedures for communications can be found in the building plan including local emergency contacts and phone numbers, and the



NYS/BOCES Communication Flow Chart. These contacts provide guidance for obtaining assistance during emergencies from emergency services organizations and local government.

Arrangements for obtaining advice and assistance from emergency organizations and local government officials, including the county or city officials responsible for implementation of Article 2-B of the Executive Law, are noted in the NYS/BOCES Communication Flow Chart.

If there is a disaster within the district that has the potential to impact other educational agencies within the district boundaries, the Chief Emergency Officer activates the above-referenced phone and/or e-mail mass notification system.

Along with the above-noted notification procedures, the district also maintains the following information about each educational agency in the confidential building plan:

- School population
- Number of staff
- Transportation needs
- Business and home telephone numbers of key officials of each such educational agency

## **Section V: Prevention and Intervention Strategies**

The district has developed policies and procedures related to school building security, including the use of a school resource officer, and security devices and procedures. The instructional buildings have secure entrances wherein visitors are observed and then buzzed in to an area where they must sign in and obtain a badge.

The Hadley-Luzerne Central School District has implemented procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including, but not limited to: the identification of family, community and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, persons in parental relation to students of the district, students and other persons deemed appropriate to receive such information.

Appropriate prevention and intervention strategies, such as:

- Collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;
- Nonviolent conflict resolution training programs;
- Peer mediation programs and youth courts; and
- Extended day and other school safety programs;

The district has created and supported strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence.

The district has established the following programs:

- Natural Helpers
- Restorative Justice
- STOP group

The Hadley-Luzerne Central School District has created descriptions of duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school and the hiring and screening process for all personnel acting in a school security capacity.

The Hadley-Luzerne Central School District does employ hall monitors and a school resource officer. In accordance with Project SAVE, after July 1, 2001, all new full and part-time employees are finger-printed and have background checks completed.

## **Section VI: Recovery**

Recovery addresses the help needed for all involved to heal and to restore the school community to “normal” operations. The District Plan supports the school building plan by deploying district resources that support the school’s building-level emergency response team and the post-incident response team.

Recovery plans include mental health/emotional recovery, academic, physical and business recovery, and can continue long after the actual emergency.

### District Support for the Hadley-Luzerne Central School District

The building plan provides resources for supporting the building-level emergency response team and post-incident response team. The district’s ICS identifies back-ups to relieve team members. This provides team members the opportunity to rotate personnel, to fill in if assigned personnel are unavailable and to debrief in a supportive environment.

The district realizes that some emergencies may overwhelm an individual school’s ability to manage an extreme crisis. If/when the school is faced with an emergency such as threats of violence or actual violent incidents, the district-wide school safety team assists as follows:

- Acting as a sounding board regarding the implied or direct threats and/or violent acts.
- Assisting in determining the level of threat and appropriate response.
- Monitoring the situation and adjusting the district’s response as appropriate.
- Assisting with parent/guardian, faculty/staff, and media communication.
- Assisting with coordinating building and grounds security in conjunction with local and State Police.
- Assisting with offering a backup post-incident response team (i.e., another school district’s team and/or an outside group) as needed, if needed.
- Offering debriefing sessions as needed working in conjunction with local Hadley-Luzerne Central, Warren County, and/or State emergency responders.

### Disaster Mental Health Services

If/when a building-level emergency response team or post-incident response team is faced with an emergency that may overwhelm the school's ability to manage an extreme crisis, the district-wide school safety team assists as follows:

- Activating the district-wide post-incident response team.
- Offering district support and looking for continued feedback from those directly impacted during the incident, with projected plans to assist if needed during heightened stressful times such as a re-occurrence of a similar event and anniversaries of the original event.
- Assisting with parent/guardian, student, and faculty/staff debriefing and/or post-incident crisis intervention. The debriefing is also used in part to evaluate the district's plan for possible revisions. If needed, assisting in contacting additional outside mental health resources such as the National Organization for Victim Assistance (1-800-try-nova; [www.try-nova.org](http://www.try-nova.org)).
- Assisting the schools with written statements going out to faculty/staff, parents/guardians, press releases and media requests through the district's Public Information Officer.

The district supports the recovery phase and reevaluates current multi-hazard and violence prevention practices and school safety activities.

**APPENDIX A**  
**District Buildings, Contacts and Phone Numbers**

The Hadley-Luzerne Central School District consists of two instructional facilities, the Queen Anne Office Building, and a bus garage.

<b>Building</b>	<b>Address</b>	<b>Contact Number</b>
Elementary School	27 Hyland Drive Lake Luzerne, NY 12846	(518) 696-2378
Junior/Senior High School	273 Lake Avenue Lake Luzerne, NY 12846	(518) 696-2112

**APPENDIX B**  
**Potential Hazardous Sites**

COMMUNITY BASED LIST: A list of areas has been identified as having the potential to impact within the district. This list was created for reference and awareness. It is not all-inclusive for every emergency. However, these areas have been identified as having the most probable impact on district facilities or district boundaries should they have or create an emergency. *The list of potential community-based hazards or emergency situations has been noted in the building plan.*

SCHOOL BASED LIST: The district team has recognized that there are many factors that could cause an emergency within our school building. There are also factors that need to be considered when responding to an emergency. *The list of potential internal and external hazards or emergency situations has been noted in the building plan.*

## **APPENDIX C**

### **Communicable Disease - Pandemic Continuity of Operations Plan**

This Continuity of Operations Plan (plan) has been developed to meet the requirements of subsection (2)(m) of Education Law §2801-a which requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. This plan is built upon the components of the District-Wide School Safety and the Building-Level Emergency Response Plan(s). The Plan includes elements of COVID-19 Reopening Plan and will be updated regularly to reflect current guidance and best practices. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this plan and implementation at the building level through the Building-Level Emergency Response Team.

The Hadley-Luzerne Central School District (district) will work closely with the Warren County Department of Health (local health department) to determine the need for activation of this plan. The district will report suspected and confirmed cases of communicable diseases (e.g., influenza, coronavirus, etc.) on the monthly Communicable Disease Report, (DMS-485.7/93; HE-112.4/81) and submit it to the local health department. Depending on the severity of the disease, the district may be required to report information more frequently and in another format (i.e., daily for COVID-19).

The local health department will monitor county-wide communicable disease cases and inform school districts as to appropriate actions.

When this plan is activated, the District-Wide School Safety Team may invite additional people to the meetings to aid in the planning efforts:

- District Medical Director
- School nurse(s)
- Technology Director
- Human Resources Director
- Business Official
- Facility Director
- Food Service Director
- Transportation Coordinator
- Public Information Officer
- Curriculum Director

Communication with parents, students, staff, and the school community is important throughout a pandemic outbreak. Communication methods will include postings to the district website, email, and social media. The district Public Relations Specialist (Communications) has been designated to coordinate this effort. Communications will work closely with the Information Technology (Tech) to ensure proper function of all communication systems.

#### **Essential Positions/Titles**

The district has developed this plan to prepare for any future government ordered shutdowns that may occur, similar to the coronavirus shutdown in the spring of 2020. Attachment 1 includes a list of essential

positions that would be required to be on-site or in district to continue to function as opposed to those positions that could work remotely. The list includes:

- Title – a list of positions/titles considered essential (i.e., could not work remotely) in the event of a state-ordered reduction of in-person workforce.
- Description – brief description of job function.
- Justification - brief description of critical responsibilities that could not be provided remotely.
- Work Shift – brief description of how work shifts of essential employees and/or contractors will be staggered in order to reduce overcrowding in the district.
- Protocol – how precise hours and work locations, including off-site visits, will be documented for essential employees and contractors.

### **Working/Learning Remotely**

The District will assess devices and technology needs of all non-essential employees and contractors in order to enable telecommuting.

Options for assessing district needs include stakeholder meetings or surveys to determine:

- Who will need devices and/or peripherals at home,
- What programs will need to be added to these devices, and
- The availability of viable existing at-home Internet service.

The information from these surveys will be used to determine what items need to be purchased, which programs need to be installed on devices and if appropriate Internet bandwidth can be provided to those in need

### **Reducing Risk**

Depending on the exact nature of the communicable disease and its impact, the district is prepared to use the strategies below to reduce traffic congestion and maintain social distancing:

- Limiting building occupancy to 25%, 50% or 75% of capacity or the maximum allowable by state or local guidance.
- Forming employee work shift cohorts to limit potential contacts.
- Limit employee travel within the building and/or between buildings.
- Limit restroom usage to specific work areas.
- Stagger arrival and dismissal times.
- Alternate work-days or work weeks.
- Implement a four-day work week.
- Limit or eliminate visitors to the building.

The district may need to include additional strategies based on updated federal, state, and local guidance.

### **Personal Protective Equipment (PPE) and Face Coverings**

The district will procure a six-month supply of face coverings and PPE required for essential work tasks. Disposable PPE will be provided in quantities of at least two pieces per workday.

<b>PPE Type</b>	<b>Task/Role</b>
N-95	Nurses/Nurses' Aides Cleaners/Custodians (based on disinfectants used)
Face Shields	Nurses/Nurses' Aides Special Education
Gowns	Nurses/Nurses' Aides Special Education
Gloves	Nurses/Nurses' Aides Special Education Cleaners/Custodians Maintenance/Mechanics
Cloth Face Coverings*	All faculty, staff and students

*\* OSHA does not consider cloth face coverings to be personal protective equipment because their capability to protect the wearer is unknown. However, cloth face coverings are important as a source control for COVID-19 and provides some protection to the wearer. As such, OSHA strongly encourages workers to wear face coverings.*

Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to ensure they are physically able to do so.

The use of cloth face coverings to reduce the spread of communicable diseases is important to the health and safety of faculty, staff and students. Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected (asymptomatic) and are essential when physical distancing is difficult. Information will be provided to faculty, staff and students on proper use, removal, and cleaning of cloth face coverings. All faculty, staff and students will be encouraged to utilize their own personal face coverings but the district will secure and provide face coverings as needed.

PPE and face coverings will be stored in a manner, which will prevent degradation. These supplies will be monitored to ensure integrity and track usage rates.

### **Continuity of Operations**

Continuity of operations could be severely impacted by a loss of staff. The table below describes the procedures for maintaining essential functions and services by planning for backup personnel.

<b>Role/Topic</b>	<b>Task</b>	<b>Backups</b>
Overall Operations	Have decision-making authority for the district.  Make district policies and procedures to reflect crisis response.	Those listed below are assigned to this role: Superintendent Business Official Director of Facilities
Business Office	Maintain overall function and facilities operation.  Review essential functions and responsibilities of back-up personnel.	Purchasing • Accounts Payable  Payroll • Business Manager

	Monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary	
Facilities	<p>Keep the Business Office informed of staffing issues and of the point at which buildings can no longer be maintained</p> <p>Provided building administrators with procedures for maintaining essential building functions (e.g., HVAC system operation, alarms, security, etc.) along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems</p> <p>Meet with staff and monitor their ability to maintain essential function</p>	
Human Resources	<p>Monitors absenteeism and ensures appropriate delegation of authority</p> <p>Work with bargaining units to develop the plan for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc.</p>	<ul style="list-style-type: none"> <li>• Business Manager</li> <li>• Treasurer</li> </ul>
Continuity of Instruction	<p>Implemented in the event of significant absences or school closure.</p> <p>Alternate learning strategies will include:</p> <ul style="list-style-type: none"> <li>• Hard copy, self-directed lessons</li> <li>• Use of mobile media storage devices for lessons (CDs, Jump Drives, IPads)</li> <li>• On-line instruction; on-line resources; on-line textbooks</li> <li>• Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings</li> </ul>	

## Response

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the local health department and other experts.

- The Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the plan's activation and review responsibilities and communication procedures.
- Communications will work closely with the Informational Technology Department to re-test all communication systems to ensure proper function. The District-wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.



- An alert will be sent to the school community upon activation of this plan. The communication will be based on the latest information from federal, state and local health authorities.
- If the decision is made to close a school building, the district will notify the NYS Education Department and District Superintendent.

The district will assign a communicable disease safety coordinator for the district, whose responsibilities include continuous compliance with all aspects of the district's reopening plan and any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or "new normal" levels. The coordinators shall be the main contact upon the identification of positive communicable disease cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the public health emergency and plans implemented by the school.

The school district has determined employee policies for available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine. These policies are consistent with existing federal, state, or local law, including regarding sick leave or health information privacy.

### **Hand Hygiene**

Faculty, staff, and students will be trained on proper hand hygiene. Information will be provided to parents and/or legal guardians on ways to reinforce hand hygiene at home. The district will provide stations around the school buildings:

- For hand washing: soap, running water, and disposable paper towels.
- For hand sanitizing: an alcohol-based hand sanitizer containing at least 60% alcohol for areas where hand washing facilities may not be available or practical.
- Accommodations for students who cannot use hand sanitizer will be made.

### **Communicable Disease Exposures**

The district must be prepared for communicable disease outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. The Centers for Disease Control and Prevention (CDC) and New York State Department of Health (NYSDOH) have provided recommendations for strategies to follow after an exposure:

- Close off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Open outside doors and windows to increase air circulation in the area.
- Wait at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;
- Clean and disinfect all areas used by the person suspected or confirmed to have a communicable disease, such as offices, classrooms, bathrooms, lockers, and common areas.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- Individuals without close or proximate contact with the person suspected or confirmed to have a communicable disease can return to the area and resume school activities immediately after cleaning and disinfection.

- If more than seven days have passed since the person who is suspected or confirmed to have a communicable disease visited or used the facility, additional cleaning or disinfection is not necessary, but routine cleaning and disinfection should continue.

### **Contact Tracing**

The district will notify the state and local health department immediately upon being informed of any positive communicable disease diagnostic test result by an individual within school facilities or on school grounds, including students, faculty, staff, and visitors of the district.

Districts may assist with contact tracing by:

- Keeping accurate attendance records of students and staff members
- Ensuring student schedules are up to date
- Keeping a log of any visitor which includes date and time, and where in the school they visited
- Assisting the local health departments in tracing all contacts of the individual in accordance with the protocol, training, and tools provided through the NYS Contact Tracing Program

The district, in consultation with the local health department, will determine what process will be followed when communicable disease cases are discovered in the school (e.g., how many individuals will be quarantined, closing of areas or classrooms, etc.).

Confidentiality must be maintained as required by federal and state laws and regulations. School staff should not try to determine who is to be excluded from school based on contact without guidance and direction from the local health department.

### **Returning after Illness**

The district has established protocols and procedures, in consultation with the local health department(s), about the requirements for determining when individuals, particularly students, who screened positive for communicable disease symptoms can return to the in-person learning environment at school. This protocol includes:

- Documentation from a health care provider following evaluation
- Negative COVID-19 diagnostic test result
- Symptom resolution, or if positive for a communicable disease, release from isolation

The district will refer to the NYSDOH's "[Pre-K to Gr 12 COVID-19 Toolkit](#)" and other applicable guidance regarding protocols and policies for faculty, staff, and students seeking to return to work after a suspected or confirmed communicable disease case or after the faculty or staff member had close or proximate contact with a person with a communicable disease.

The district requires that individuals who were exposed to a communicable disease complete quarantine and have no symptoms before returning to in-person learning. The discharge of an individual from quarantine and return to school will be conducted in coordination with the local health department.

### **Cleaning/Disinfecting**

The district will ensure adherence to hygiene and cleaning and disinfection requirements as advised by the CDC and NYSDOH, including “[Guidance for Cleaning and Disinfection - Public Spaces, Workplaces, Businesses, Schools and Homes](#)” and other guidance, as applicable.

Attachment 2 describes cleaning and disinfection protocols and procedures for the district. Regular cleaning and disinfection of the facilities will occur, including more frequent cleaning and disinfection for high-risk and frequently touched surfaces. This will include desks and cafeteria tables, which will be cleaned and disinfected between each individual’s use. Cleaning and disinfection will be rigorous and ongoing and will occur at least daily, or more frequently as needed.

The district will ensure regular cleaning and disinfection of restrooms. Restrooms will be cleaned and disinfected more often depending on frequency of use.

### **Housing for Essential Employees**

The school district, in coordination with the local health department, will determine when the emergency housing of essential workers is necessary. Essential workers who will be required to use emergency housing will be identified.

### **Recovery**

Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. The district will

- Work toward a smooth transition from the existing learning methods to the normal process.
- Use the described communication methods to keep the school community aware of the transition process.
- Work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- Evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.

Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention. The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to de-brief and determine lessons learned with input from *all essential functions*. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be updated accordingly.

Curriculum activities that may address the crisis will be developed and *implemented*.

Attachment 1 – Essential Positions

<b>Title</b>	<b>Description</b>	<b>Justification</b>	<b>Work Shift</b>	<b>Protocol</b>
Superintendent	Responsible for the planning, operation, supervision and evaluation of the education programs, services, and facilities of the district	Will come in to assist with various district needs as required	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>• Sign in sheets will be used to track times entering and leaving</li> <li>• Health assessment will be completed electronically or on paper</li> </ul>
Business Office	Directs, supervises, and manages all financial management, budget, general accounting, payroll, accounts payable, financial reporting, and grant management activities and practices for the district	Will come in to assist with various district needs as required	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>• Sign in sheets will be used to track times entering and leaving</li> <li>• Health assessment will be completed electronically or on paper</li> </ul>
Human Resources	Responsible for recruiting, hiring, training and retaining employees  Managing assigned operations in accordance with district policies  Ensuring compliance to established policies, procedures and/or codes	Will come in to assist with various district needs as required	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>• Sign in sheets will be used to track times entering and leaving</li> <li>• Health assessment will be completed electronically or on paper</li> </ul>
Facilities <ul style="list-style-type: none"> <li>• Maintenance &amp; Grounds</li> </ul>	Maintains the functioning of all district building systems (interior and exterior)	Daily building walkthroughs to determine if building systems are functioning properly	As deemed necessary One person will be assigned to each area of a building so there is no overlap	When on-site: <ul style="list-style-type: none"> <li>• Sign in sheets will be used to track times entering and leaving</li> </ul>

<b>Title</b>	<b>Description</b>	<b>Justification</b>	<b>Work Shift</b>	<b>Protocol</b>
<ul style="list-style-type: none"> <li>Cleaners &amp; Custodians</li> </ul>	Cleans, disinfects, and supplies district buildings Removes snow and leaves, maintains lawns, and trims bushes/trees	Cleaning/disinfection of buildings		<ul style="list-style-type: none"> <li>Health assessment will be completed electronically or on paper</li> </ul>
Transportation	Oversees the bus system that moves students to and from school each day. Supervises a fleet of bus drivers, clerical workers, and mechanics	Will come in to assist with various district needs as required Will aid in the delivery of food, classroom assignments and technological devices	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Food Services	Responsible for <ul style="list-style-type: none"> <li>Meal planning and ordering of food items.</li> <li>Preparing breakfast and lunch meals to be provided to students.</li> <li>Cleaning and sanitizing kitchen.</li> </ul>	Food preparation needs to be performed in a DOH permitted facility	As deemed necessary Personnel will be socially distanced or put into work shifts depending on the activities that need to be performed	When on-site: <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Communications	Develops and implements a program of planned and strategic two-way communication. Responsible for information output, press releases and media requests, and social media	Will come in to assist with various district needs as required	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Technology	Responsible for planning, purchasing, installing and maintaining physical technology systems	Setup and distribution of technological devices to teachers, student and staff as needed.	As deemed necessary	When on-site: <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> </ul>

<b>Title</b>	<b>Description</b>	<b>Justification</b>	<b>Work Shift</b>	<b>Protocol</b>
				<ul style="list-style-type: none"> <li>Health assessment will be completed electronically or on paper</li> </ul>
Instructional Programs	Responsible for preparing lesson plans and educating students at all levels, assigning homework, grading tests, and documenting progress. Teachers must be able to	Provide lessons to in school and/or virtual students	<p>As deemed necessary</p> <p>Will be socially distanced based on assignments to classrooms</p>	<p>When on-site:</p> <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Security/SROs	Provides security for the district's faculty, staff and students	<p>Will come in to assist with various district needs as required</p> <p>Will help with organization of meals and technology that will be distributed to students</p>	As deemed necessary	<p>When on-site:</p> <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Nurses	Provides technical assistance regarding health screenings, management of ill persons, isolation areas, and day-to-day school health issues	<p>Aid in the tracking of cases</p> <p>Answer parent and staff health related questions</p>	As deemed necessary	<p>When on-site:</p> <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>
Safety Personnel	<p>Provides technical assistance on matters related to compliance with federal, state and local regulations</p> <p>Aids in the development of plans/programs and training</p>	Will come in to assist with various district needs as required	As deemed necessary	<p>When on-site:</p> <ul style="list-style-type: none"> <li>Sign in sheets will be used to track times entering and leaving</li> <li>Health assessment will be completed electronically or on paper</li> </ul>

Attachment 2 –Cleaning and Disinfection Protocols and Procedures

Room Types/Areas	Cleaning Frequency	Disinfection Frequency	Responsible Party	Additional Information
Classrooms	Daily	Daily	Custodial staff; staff and teachers	Doors, desks, chairs, and floors
Restrooms	2x daily	2x daily	Custodial staff	Doors and sinks will be done twice daily. Floors will be done once daily.
Health Offices/Isolation Rooms	Various	Various	Nursing staff; Custodial staff	Cots, bathrooms and health office equipment will be cleaned after each use. Floors will be done once daily.
Breakrooms	Daily	Daily	Custodial staff	Doors, tables, chairs and floors
Cafeterias/Kitchens	Various	Various	Custodial staff; staff and teachers	Tables and chairs will be cleaned/disinfected in between each group's use. Floors will be done once daily.
Outside Seating Areas	Various	Various	Custodial staff; staff and teachers	Tables and chairs will be cleaned/disinfected in between each group's use. Floors will be done once daily.
Computer Labs	Various	Various	Custodial staff; staff and teachers	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Science Labs	Daily	Daily	Custodial staff; staff and teachers	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Maintenance Office and Work Areas	Daily	Daily	Custodial staff	Doors, desks, chairs, and floors
Bus Garage	Daily	Daily	Custodial staff; Transportation staff	Bathroom, doors, desks, chairs, and floors
Libraries	Daily	Daily	Custodial staff; Librarians	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Playgrounds	As needed	N/A	Custodial staff	
School Buses	Daily	Daily	Transportation staff	High contact spots will be cleaned after the morning (AM) runs and cleaned/disinfected after the afternoon (PM) run.
School Vehicles	After each use	After each use	Staff using vehicles	
Administrative Offices	Daily	Daily	Custodial staff	Doors, desks, chairs, and floors
Large Meeting Areas (e.g., gymnasiums, auditoriums, music rooms)	N/A	N/A	N/A	These areas are not going to be used. When these areas will be returned to use, then an appropriate frequency for cleaning/disinfection will be established.

Room Types/Areas	Cleaning Frequency	Disinfection Frequency	Responsible Party	Additional Information
Athletic Training Rooms, Locker Rooms	N/A	N/A	N/A	These areas are not going to be used. When these areas will be returned to use, then an appropriate frequency for cleaning/disinfection will be established.
Frequently touched surfaces (e.g., doorknobs, light switches, elevator buttons, copy machine buttons, handles, etc.)	At least 2x daily	At least 2x daily	Custodial staff	
Shared frequently touched surfaces (e.g., keyboards, desks, phones, laptops, tablets, remote controls, etc.)	After each use	After each use	Staff using shared surfaces	
Shared equipment (e.g., hand tools, facilities equipment, groundskeeping equipment, golf cart, etc.)	After each use	After each use	Staff using equipment	

Only district approved chemicals will be used. At no time will students be allowed to use cleaners or disinfectants.



**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
WITHIN THE HADLEY-LUZERNE SCHOOL DISTRICT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and

HADLEY-LUZERNE SCHOOL DISTRICT, having its principal offices and place of business located at 273 Lake Avenue, Lake Luzerne, New York 12846 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law enforcement services by assigning one (1) School Resource Officer/School Security Officer at the Stuart M. Townsend Elementary School located at 27 Hyland Drive, Lake Luzerne, New York 12846 and one (1) School Resource Officer/School Security Officer at the Hadley-Luzerne Junior/Senior High School located at 273 Lake Avenue, Lake Luzerne, New York 12846, during normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the 2020-2021 school calendar year commencing upon execution by both parties and continuing under the same terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County in the amount of Eighty-Seven Thousand Dollars (\$87,000) per school year for such School Resource Officers/School Security Officers services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school resource officers/school security officers services to the Hadley-Luzerne School District at the locations identified above during normal school hours and for such other events as requested by the

school district, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The contract documents consist of the following: this Agreement; proof of required insurance; and Resolution No. 328 of 2020. These documents form the Contract, and are attached to this Agreement with the exception of the subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

**II. DELIVERY OF SERVICES:**

**A. Service Area**

The County, through its Sheriff's Office, shall provide School Resource Officers/School Security Officers services within the Hadley-Luzerne Schools and the grounds thereof.

**B. Enforcement Responsibilities**

The County, through its Sheriff as the conservator of the peace within the County, shall provide School Resource Officers/School Security Officers services for the Hadley-Luzerne School District.

**C. Quantity of Services**

The County will assign one (1) uniformed School Resource/Security Officer to the Hadley-Luzerne Junior/Senior High School and one (1) uninformed School Resource/Security Officer to the Stuart M. Townsend Elementary School for the entire 2020-2021 school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district. The hours of the School Resource/Security Officers is capped at 1476 hours (per officer) for the entire school year which includes any and all training that may be required.

**D. How Delivered**

The scheduling, direction and supervision of the School Resource Officers/School Security Officers and those matters incidental to the delivery of those services to the School shall be determined by the Sheriff.

**E. Dispute Resolution**

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

**F. Enforcement of Services**

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

**III. RESOURCES:**

**A. Responsibilities**

The County reserves the right to invoice the School for any and all equipment and supplies required for the School Resource Officer/School Security Officers.

**IV. CONSIDERATION:**

**A. Payment**

The District shall pay to the County Eighty-Seven Thousand Dollars (\$87,000) during the

school calendar year 2020-2021 for the services provided under the terms of this agreement. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure.

**B. Billing and Payment**

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon herein, in one payment due by October 16, 2020.

**C. Payment Upon Termination**

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

**V. INDEMNIFICATION; DEFENSE; COOPERATION:**

**A. District's Responsibilities:**

1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "County Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District and/or the District's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The District shall carry General Liability coverage in the amounts of at least

\$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the County as additional insured on a primary, non-contributory basis to the District's General Liability policy. The District is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under subsection V(A)(1) above, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation,

defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

**B. County's Responsibilities:**

1. The County shall be solely responsible for and shall indemnify, defend and hold harmless the District and its officers, employees, and agents (the "District Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the County and/or the County's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County's General Liability policy. The County is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing

coverage stipulated in paragraph V(B)(2) above before service from the County begins. The failure of the County to provide such Certificate of Insurance shall not be deemed a waiver by the District of the County's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide defense under subsection V(B)(1) above, and the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

C. Any type of Sexual Harassment is against Warren County policy and is unlawful.

The District acknowledges and agrees it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at [www.warrencountyny.gov/hr/forms.php](http://www.warrencountyny.gov/hr/forms.php) under Discrimination and Harassment.

This agreement incorporates the entire policy as a material term of this agreement.

The District shall follow the policy in its entirety. If a complaint does arise, the

District is to notify Warren County promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from District and or agent's breach of this policy.

- D. The provisions of this section shall survive the termination and/or expiration of this Agreement.

**VI. DURATION:**

The term of this Agreement shall be for the school calendar year 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end of the 2020-2021 school year unless terminated upon thirty (30) days notice by either party for any reason.

**VII. AUTHORITY:**

This Agreement is made and executed pursuant to Resolution No. 328 of 2020, adopted by the Warren County Board of Supervisors on September 18, 2020.

This Agreement is subject to the approval of the Hadley-Luzerne Central School District Board of Education.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
and year of execution of the last signatory hereunder.

Approved as to Form:

Mary Elmer Keir  
Warren County Attorney

COUNTY OF WARREN

By: Frank E. Thomas  
FRANK THOMAS, CHAIRMAN  
Board of Supervisors

Date 9/18/20

HADLEY-LUZERNE SCHOOL DISTRICT

By: Beecher Baker  
BEECHER BAKER  
Superintendent

Date 9/21/20



HADLLUZ-01

CMCINTOSH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Loomis & LaPann, Inc. 518-792-6561 228 Glen Street, PO Box 2158 Glens Falls, NY 12801	<b>CONTACT</b> Carrie McIntosh	
	<b>PHONE</b> (A/C, No, Ext): (518) 793-3444 106	<b>FAX</b> (A/C, No): (518) 793-1580
<b>INSURED</b>  Hadley Luzerne Central School District PO Box 200 Lake Luzerne, NY 12846	<b>E-MAIL ADDRESS:</b> cmcintosh@aogf.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Republic Franklin Insurance Company	<b>NAIC #</b> 12475
	<b>INSURER B:</b> Utica National Insurance Company of Ohio	<b>13998</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

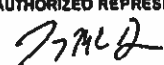
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC  OTHER:	X	CPP1563865	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAC5048158	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		CULP1563867	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Educators Prof.		CPP1563865	7/1/2020	7/1/2021	\$1,000,000 Occur. 3,000,000
A	Abuse/Molestation		CPP1563865	7/1/2020	7/1/2021	\$1,000,000 Occur. 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Warren County, its Board, officers and employees are named as Additional Insured on a Primary, Non-Contributory basis with regards to General Liability per written agreement.

## CERTIFICATE HOLDER

## CANCELLATION

Warren County Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

### SCHEDULE\*

Student Medical Expenses Limit \$

\* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

##### A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey: Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12 -20; 18A: 16 -6; and if permitted by law, 18A: 16-6.1.

##### B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

##### C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

##### D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
- (2) Any health or therapeutic service, treatment, advice or instruction; or
- (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

##### E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A, the Expected Or Intended Injury exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable physical force to protect oneself or other persons from physical injury;
- (2) The use of reasonable physical force to protect the property of the educational institution or others; or
- (3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

- (4) The use of force which is reasonable and necessary:
  - (a) To quell a disturbance, threatening physical injury to others; and/or
  - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or
  - (c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

- (4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:
  - (a) Administered without malicious intent and without intent to cause injury; and
  - (b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

**F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS**

Under Paragraph 2. Exclusions of Section - I Coverage A, the following is added to part (1)(a) of the Pollution exclusion:

- (iv) "Bodily Injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

**G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)**

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

**g. Aircraft, Auto or Watercraft**

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
  - (a) Hired, chartered or loaned to an insured with a paid crew; and
  - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
  - (a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and
  - (b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily Injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph e.(1), f.(2) or f.(3) of the definition of "mobile equipment."

With respect to (5) above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

- (i) Used with any educational institution curriculum or program; and
- (ii) Not used or designed to carry people or cargo.

#### H. EXTENDED PROPERTY DAMAGE COVERAGE

- a. With respect to property in your care, custody or control, the following is added to Exclusion j. of COVERAGE A (SECTION I):  
Paragraph (4) of this exclusion applies only to:

- (a) Liability assumed by you under any contract or agreement; or
- (b) "Property damage" to property which is:
  - (i) Owned or occupied by or rented to you; or
  - (ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part (ii) does not apply to "property damage" arising from the use of elevators.

- b. Exclusion j.(4) under SECTION I - COVERAGE A. applies as follows:

- (i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
- (ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
  - (a) To property which you have contracted to install;
  - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
  - (c) To "mobile equipment" or an "auto;"
  - (d) To that particular part of property which you are attempting to service or repair; or
  - (e) Covered by other insurance which will pay for the "property damage."

- c. The following are added to exclusion j.  
**SECTION I - COVERAGE A.:**

- (1) Paragraphs (3), (4) and (6) of exclusion j. of SECTION I - COVERAGE A do not apply to the use of elevators.
- (2) Paragraph (4) of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

#### I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I - Coverage B - Personal And Advertising Injury, the following is added to Exclusion e. Contractual Liability:

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

#### J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of COVERAGE A. (SECTION I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

- b. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is replaced by the following:

6. Subject to 5. above, the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

- (1) \$500,000; or
- (2) The Damage To Premises Rented To You Limit shown in the Declarations.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

- c. Paragraph 4.b.(1)(a)(ii) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

(ii) That is Fire and Extended Coverage Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**K. SUPPLEMENTARY PAYMENTS**

Under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. The paragraph related to reasonable expenses incurred by the Insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

**L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)**

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

- b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements. When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.

- c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

- (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.



- (2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:
  - (a) Any of your "employees", "volunteer workers" or instructors; or
  - (b) You, or if you are a partnership or joint venture, any partner or member;
  - (c) Any member or manager if you are a limited liability company.
- d. Any of the following, but only with respect to their duties in connection with the positions described below:
  - (1) Any of your appointed or elected administrative officials;
  - (2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
  - (3) Any of your board members or commissioners if you are a public board or commission; or
  - (4) Any student teachers teaching as part of their educational requirements.
- e. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- f. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.
- 4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured,

but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION II - WHO IS AN INSURED:
- a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
  - b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 6.a. above; is also an insured.

The insurance afforded under paragraphs 6.a. and 6.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

**M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS**

The following is added to SECTION II - WHO IS AN INSURED:

**a. Additional Insureds - By Contract, Agreement or Permit**

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph M.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs M.b.(1), (2), (3) and (4) and in M.c.(1), (2), (3), (4), (5), (6) and (7) below.

(2) Such insurance as is provided by paragraph M.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs M.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

**b. Additional Exclusions or Limitations**

**(1) Lessor of Leased Equipment**

If an equipment lessor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

**(2) Owner of Leased Land**

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

**(3) Managers or Lessors of Premises**

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

**(4) Engineers, Architects or Surveyors**

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.



**(5) Vendor's of "Your Products"**

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph M.a. or b. above is subject to all applicable exclusions of 2. Exclusions, COVERAGE A (Section 1), other than exclusion b. Contractual Liability, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
  - (a) The occurrence of any "bodily injury" or "property damage"; or
  - (b) The commission of any offense which caused "personal and advertising injury."
- (3) Any liability arising from construction or demolition work or operations performed for you.
- (4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

- (6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion M.c.(6) does not apply with respect to such vendors coverage as is provided under M.b.(5) above.

- (7) Any person or organization included as an Insured under any other provision of Section C. Who Is An Insured or included as an additional Insured by any endorsement to this policy.

**N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES**

The insurance provided under Section I - Coverages A and B is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage A for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by 1. and 2. above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any Insured.

**O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS**

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages A or C for the coverage provided by this Section of this endorsement.

**Limits of Insurance for This Section:**

General Aggregate Limit - \$25,000  
Each Occurrence Limit - \$25,000

- b. The Employer's Liability exclusion under Paragraph 2. Exclusions of Section - I Coverage A does not apply to the coverage provided by this Section of this endorsement.
2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts 2.a., b. and c. of Section L. of this endorsement, which modify part 2.a. of Section II - Who Is An Insured of the Commercial General Liability Coverage Form, are replaced by the following:
  - a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Your "volunteer workers", but only while acting:
    - (1) Under your direction and within the scope of duties for you; or
    - (2) Under your curriculum requirements.
  - c. Auxiliary Instructors for any Insured, but only while acting under the direction of, and within the scope of duties for such Insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an Insured for:

- (1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

**P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to Section IV - Commercial General Liability Conditions:

**Unintentional Failure To Disclose Hazards**

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

## **R. COVERAGE TERRITORY**

Under the Definitions Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All other parts of the world if:
  - (1) The injury or damage arises out of:
    - (a) Goods or products made or sold by you in the territory described in a. above; or
    - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
  - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
    - (a) The territory described in a. above;
    - (b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;or in a settlement we agree to.

## **S. BODILY INJURY DEFINITION**

Under the Definitions Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

## **T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED**

- a. Under the Definitions Section "Impaired property" does not apply.
- b. Exclusions m. and n. under SECTION I - COVERAGE A are replaced by the following:
  - m. **Loss Of Use Of Tangible Property**  
Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of "your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

## **n. Recall Of Products, Work Or Other Property**

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## **U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION**

Under the Definitions Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include:

- a. Acts of differentiation that cause injury to a person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- c. Acts of differentiation involving any actual or alleged:
    - (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

- (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

In the State of New York, the word discrimination as used above only means actual or alleged conduct:

- (a) That results in disparate impact; or
- (b) That you are vicariously liable for.

#### V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section IV - Commercial General Liability Conditions:

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess Insurance over this endorsement.

This provision does not apply in New York.

#### W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.



Workers'  
Compensation  
Board

# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>HADLEY- LUZERNE CENTRAL SCHOOL</b>          ATTN: Michelle D'Angelico Taylor          PO BOX 200, 27 HYLAND DRIVE          LAKE LUZERNE, NY 12846</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured  <b>518-696-2112</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <b>146001642</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>Warren County</b>  <b>1340 State Route 9</b>  <b>Lake George, New York 12845</b></p>	<p>3a. Name of Insurance Carrier  <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>DBL409716</b></p> <p>3c. Policy effective period  <b>07/01/2020</b> to <b>06/30/2021</b></p>

4. Policy provides the following benefits:

☐ A. Both disability and paid family leave benefits.

☒ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☒ B. Only the following class or classes of employer's employees:  
**TEACHER AIDES, TEACHER ASSISTANTS, AND SUPPORT STAFF, Warren County, its Board, officers and employees are named as additional insured on a primary, non-contributory basis with regards to General Liability.**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/15/2020 By   
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer


**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed September 15, 2020 By   
 (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number 518-696-2378 x1138 Name and Title Michelle D'Angelico-Taylor

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





# Warren County Board of Supervisors

## RESOLUTION NO. 328 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, SIMPSON, BRAYMER, DIAMOND, DRISCOLL, SEEBER AND SHEPLER

**AUTHORIZING AN AGREEMENT WITH THE HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT**

WHEREAS, the Hadley-Luzerne Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning one School Resource Officer at the Stuart M. Townsend Elementary School and another at the Hadley-Luzerne Junior/Senior High School, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the school calendar year and for such other events as may be requested by the School District, and

WHEREAS, the School has agreed to pay the County an amount not to exceed Eighty-Seven Thousand Dollars (\$87,000) per school year for such School Resource Officers to be assigned to each of the two schools in the Hadley-Luzerne Central School District, for a term commencing upon execution of the agreement by both parties and terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to enter into an agreement with the Hadley-Luzerne Central School District, 273 Lake Avenue, Lake Luzerne, New York 12846 to provide law enforcement services during normal school hours throughout the school calendar year and for such other events as may be requested by the School District for an amount not to exceed Eighty-Seven Thousand Dollars (\$87,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

