

SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT

DISTRICT-WIDE SCHOOL SAFETY PLAN

INTRODUCTION

School districts are *required* to develop a District-Wide School Safety Plan (DWSSP) to address emergencies and violent incidents. These plans are meant to be implemented quickly and effectively. The DWSSP aims to: prevent or minimize the impact of serious violent incidents and emergencies and facilitate coordination between the district and local/county resources during such events, and serve as a framework for the more detailed Building-Level Emergency Response Plan (BLERP) that is required at each individual school building.

School districts face a wide range of potential threats, including acts of violence, natural disasters, and technological disasters. New York State's Safe Schools Against Violence in Education (SAVE) law mandates comprehensive planning to address these threats. This includes planning for:

- **Risk reduction/prevention:** Strategies aimed at reducing the likelihood of violent incidents and emergencies.
- **Response:** Clearly defined actions to be taken during various emergency situations.
- **Recovery:** Procedures for supporting students, staff, and the community in the aftermath of an incident.

School districts/BOCES are expected to regularly review and update their DWSSPs to ensure they remain relevant, effective, and in compliance with ever changing state regulations.

★ All tables require district specific information.

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DISTRICT-WIDE SCHOOL SAFETY TEAM

Purpose:

The District-Wide School Safety Plan was developed in accordance with Commissioner's Regulation 155.17. The District Superintendent, acting under the direction of the School District/BOCES Board of Education, appointed a District-Wide School Safety Team to create and maintain this plan.

Identification of the District-Wide School Safety Team:

The District-Wide Safety Team includes representatives from various stakeholder groups, as required. These groups include (but are not limited to):

- School board
- Teacher organizations
- Transportation personnel (including bus drivers and monitors)
- Administrator organizations
- School safety personnel
- Parent organizations
- Law enforcement
- Student (at the discretion of the Board of Education and may not be provided any confidential plan information)
- Other school personnel, as needed

The District-Wide School Safety Team was approved by the Board on _____	
Member Name	Title
David Stayton	Superintendent
Anthony Nicotera	School Board Member
Lynn Weibel	School Board Member
Brian Read	Director of Instructional Services
Noelle Arcuri	Director of Special Education
Michael Flagg	High School Principal
Peter Madden	Middle School Principal
Mark Putnam	Elementary School Principal
Charlie Cowen	Business Administrator
Scott Gillette	Facilities Director
Adam Crossman	Transportation Supervisor

Michelle Babbie	SVTA Representative
Donna Farrell	HS Nurse
Vincent Martinelli	Oneida County Special Patrol Officer
Kyle Kelsey	Oneida County Special Patrol Officer
Doug Jones	Teacher / Athletic Director
Jeanette Lewis	Bus Driver / Monitor
Cara Rainer	Parent Organization
Christy Colangelo	Oneida BOCES Safety Office

IDENTIFICATION OF THE CHIEF EMERGENCY OFFICER (CEO)

The Chief Emergency Officer (CEO) related to school safety and emergency preparedness duties include, but are not limited to:

1. **Communication Coordination:** The CEO coordinates communication between school staff, law enforcement, and other first responders during emergencies.
2. **District-Wide School Safety Plan Leadership:** The CEO leads the District-Wide School Safety Team in:
 - o Completing and updating the District-Wide School Safety Plan annually by **September 1st**.
 - o Coordinating the District-Wide School Safety Plan and Building-Level Emergency Response Plan(s) for each school building.
 - o Ensures that all staff members understand the District-Wide School Safety Plan.
3. **Building-Level Plan Oversight:** The CEO ensures that each school building completes and annually updates its Building-Level Emergency Response Plan.
4. **Security Technology:** The CEO assists in selecting security-related technology and developing procedures for its use.
5. **Safety Training Coordination:** The CEO coordinates appropriate safety, security, and emergency training for all district and school staff, including the mandatory annual training on emergency response procedures by **September 15th**.
6. **Drill Coordination:** The CEO ensures that required evacuation and lockdown drills are conducted in all district buildings as mandated by Education Law Section 807.

Chief Emergency Officer (CEO)

The School District/BOCES has appointed	<i>David Stayton as the Chief Emergency Officer.</i>
Title	<i>Superintendent</i>
Contact Information	dstayton@svcsd.org or 315-839-6311
The Board appointed Date	TBD

CONCEPT OF OPERATIONS

This section describes the "Concept of Operations" for the District-Wide School Safety Plan, explaining how it interacts with the Building-Level Emergency Response Plan(s) and how emergency response is initiated. In short, this section explains that the District-Wide School Safety Plan provides the overall structure and guidelines, while Building-Level Emergency Response Plan(s) address specific needs.

- **Guiding Principles:** The general protocols outlined in the District-Wide School Safety Plan serve as the foundation for developing and implementing individual Building-Level Emergency Response Plans. The District-Wide School Safety Plan sets the standard operating procedures.
- **Stakeholder Involvement:** Key internal (school staff, etc.) and external (community members, emergency services, etc.) stakeholders were involved in creating and revising the District-Wide School Safety Plan. This ensures that local knowledge and emergency management expertise are incorporated. The district recognizes its role as part of the larger community and the importance of community stakeholder involvement in school safety.

PLAN REVIEW AND PUBLIC COMMENT

This section outlines the process for reviewing, getting public comment on, and adopting the District-Wide School Safety Plan, as well as the handling of Building-Level Emergency Response Plan(s).

District-Wide School Safety Plan Review and Adoption:

1. **Periodic/Annual Review:** The District-Wide School Safety Team will maintain the plan throughout the year as well as complete the required annual review of the plan on or before July 1st of each year.
2. **Public Comment Period:** The plan will be available for public comment for at least 30 days before adoption, as required by Commissioner's Regulation 155.17 (e)(3).
3. **Public Hearing:** At least one public hearing must be held to allow for participation from school personnel, parents, students, and other interested parties.
4. **Board of Education Adoption:** The plan must be formally adopted by the Board of Education by September 1st, annually.
5. **Website Posting:** The District-Wide School Safety Plan will be posted to the district website. The URL is verified by September 1st, annually.
6. **Submission to NYSED:** The URL must be submitted to the NYS Education Department within 30 days of adoption, but no later than October 1st of each year on the NYS Education Department Application Business Portal.

Timeline for Adoption of the District-Wide School Safety Plan

TASK	DATE
District-Wide Safety Team Annual Review	May 12, 2025
Public Comment Period	July 1, 2025 - July 31, 2025
Public Hearing	July 1, 2025
Board of Education approves the plan (9/1)	August 5, 2025
Plan posted to the website (30-days of adoption)	August 6, 2025
URL of DWSSP verified (10/1)	https://docs.google.com/document/d/1nADsIIIfgPBZuSWYMsm9W0HngN9q8QYQH/edit

Building-Level Emergency Response Plans:

1. **Confidentiality:** Building-Level Emergency Response Plans are confidential and are *not* subject to disclosure under Article 6 of the Public Officers Law (Freedom of Information Law) or any other provisions of the law, as per Education Law Section 2801-a.
2. **Distribution to Law Enforcement:** Building-Level Emergency Response Plans will be provided to the New York State Police, County Sheriff's Office, and Local Police Agency(ies) within 30 days of adoption and no later than October 1st of each year. After plans are entered into the NYS Education Department Application Business Portal, NYS Police and local jurisdictions are able to access them via the portal.

RISK REDUCTION/PREVENTION - SCHOOL CLIMATE

This section focuses on the district's strategies for preventing and reducing the risk of negative events, emphasizing the importance of a positive school climate and effective communication.

The district acknowledges that while prevention is the ideal goal, not all negative events can be prevented. Therefore, they focus on both *prevention* (proactive measures) and *risk reduction/intervention* (minimizing the impact of events that do occur). Improving school culture, climate, and communication are seen as key to both.

Program Initiatives:

The district highlights the importance of programs and activities that foster a positive school climate, enhance communication, and encourage reporting of potentially dangerous, suspicious, or violent behavior. These initiatives aim to improve safety, security, and quality of life for the entire school community and create a positive and safe learning environment.

The following are examples of current initiatives:

- **School Resource Officer Program/presentations:** Having School Resource Officers (police officers) in schools or providing presentations is a common prevention and intervention strategy.
- **County Probation Officer on-site:** Having a probation officer present in the school can provide support and intervention for at-risk students.
- **Other programs, projects, and activities:**
 - Community involvement in schools
 - Mentoring programs
 - Adjusting schedules to minimize potential conflicts or altercations
 - School Resource Officers/Special Patrol Officers
 - Positivity Project, Restorative Practices, Character Education, SEL, PBIS, Peer Mediation, Youth Courts, Connected Community Schools, etc.

SAUQUOIT VALLEY CSD IS CURRENTLY UTILIZING THE FOLLOWING PROGRAMS	
Special Patrol Officer	Social/emotional lessons taught by our counselors and social workers
Handshakes Mentoring Program	Social/emotional themed days ("Stress Less Day" and "Hawk Fest")
Positivity Project	Social/emotional themed months ("Self-Awareness" month)

RISK REDUCTION/PREVENTION - SCHOOL SAFETY & BUILDING SECURITY

This section details the implementation of school safety and building security measures, including routine precautions, access control, visitor policies, hazard identification, and construction safety.

- **Routine Precautions:** All staff are required to immediately report any information or observations that could impact school safety to their principal or supervisor. The policy emphasizes erring on the side of caution and reporting even seemingly minor details.
- **Limited Access:** Each building implements a limited access policy, tailoring it to their specific needs. This generally involves keeping only essential exterior doors unlocked during the school day and monitoring those doors. All other entrances are secured shortly after the start of the school day. Electronic visitor access control systems are used at primary entrances. Keyless/electronic access systems are used for authorized personnel.
- **Staff Photo Identification Badges:** All employees must wear photo ID badges at all times while on district property.
- **Visitor Policy:** All visitors must report to the main office, sign in, wear a visible name badge, and sign out. Staff are instructed to approach any unannounced visitor without proper identification.
- **Student Sign-Out Procedures:** The district verifies that only authorized individuals sign out students. Staff may require a photo ID and contact a parent/guardian for confirmation.
- **Video Surveillance:** A digital video surveillance system monitors high-use areas and areas of concern.
- **School Safety Assessment:** Regular school safety assessments are conducted to identify potential safety problems.
- **Fire Alarm:** A fire detection alarm system linked to a central monitoring station is in service. Regular testing is conducted.
- **Random Drug Sniffing Canine Search:** The district may occasionally conduct canine searches.
- **Vital Educational Agency Information:** The district maintains information on school population, staff numbers, transportation needs, and key official contact information.
- **School Resource Officer/Special Patrol Officer:** The district contracts with local law enforcement agencies for a School Resource Officer (SRO) and/or Special Patrol Officer (SPO) who acts as a liaison between students and staff and handles anonymous reports.
 - Goal of the Program:
 1. To increase the physical law enforcement presence within the District facilities;
 2. To decrease the number of incidents involving outside police intervention at the District facilities;
 3. To increase a sense of safety and order within the school setting; and

4. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District.
- Overview of duties:
 - Provide security within the District facility that the SPO is assigned to in accordance with GML § 209-v.
 - Protect school property and maintain order in the school site.
 - Report violations of law.
 - Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.
 - Act as liaison with police and fire officials.
 - Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
 - The SPOS shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures.
 - The SPOs shall not take any action that would be considered student discipline. The SPO role is to protect the property and persons on the District premises. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
 - Duties, Hiring and Screening Process for Safety/Security Personnel:
 - The district can rely on established past practices. Civil service procedures, in consultation with the district, may define the duties.
 - The district itself can determine the duties, provided they adhere to all relevant federal, state, county, and municipal guidelines.
 - The district is committed to equal opportunity employment, adhering to:
 - The Civil Rights Act of 1964, Public Law 90-202, and/or Section 504 of the Rehabilitation Act of 1973 .
 - Hiring processes must comply with all applicable federal, state, county, and municipal laws and guidelines. Qualifications are set by civil service (if applicable) or by the Board of Education. Since July 1, 2001, all newly hired school personnel must submit two sets of fingerprints for background checks, as required by the Schools Against Violence in Education Legislation of 2000.
 - This excerpt does not provide explicit details concerning the required training of hall monitors and other school safety personnel. It does state that the duties will be provided by past practice, civil service, or the district, and that the district must follow all Federal, State, County and Municipal guidance, so it can be assumed that any training required by that guidance must be followed.

Early Detection of Potentially Violent Behaviors:

The district recognizes the importance of early intervention. Staff professional development includes training on school violence prevention and mental health. Communication strategies are used to deter violence, involving various stakeholders (law enforcement, health professionals, etc.) when appropriate and legally permissible. Information on early detection of potentially violent behaviors is distributed to the

school community. Students, parents, and staff are encouraged to report any concerning behaviors. Strategies for improved communication include:

- Clear expectations for students (Code of Conduct).
- Attentive listening to students.
- Encouraging communication among all stakeholders.
- Multi-agency teams.
- Staff training on effective listening and questioning.
- Programs promoting character development.

Hazard Identification:

Potential emergency sites include the main building (s), playground, adjacent properties, buses, off-site trips, and nearby commercial areas. Building-Level Emergency Planning Teams identify unique hazards at their locations. The district has multi-hazard response plans (based on Incident Command System and NIMS) for:

- **Civil Disturbance:** Bomb threat, intruder, hostage, kidnapping, assault/threat, threat of suicide.
- **Environmental Emergency:** Flood, hazmat, snow/ice, tornado, storm, fire, explosion, gas leak.
- **Building Failure:** System failure, structural failure.
- **Medical Emergency:** Injury/illness, accident, mass illness/epidemic, pandemic.

Identified onsite hazards can include: chemical storage, welding areas, indoor vehicle areas, compressed gas storage, paint booths, congregation areas, conference areas, and boiler/mechanical rooms.

Identified off site hazards can include: major highways (chemical transport), the airport (flight path), railroad, industrial sites, and creeks.

D. Construction and Capital Project Safety:

The district ensures student and staff safety during construction, which may include background checks on workers, maintaining emergency egress routes, and notifying building occupants of changes. The District Safety Committee (or a subcommittee) may monitor construction safety. The committee may include the Superintendent, Director of Facilities, Safety Services members, administrators, architect, construction manager, and contractors, and will meet as needed to address safety concerns.

EMERGENCY RESPONSE - PLANNING, DRILLS/TRAINING COMMUNICATION, AND PROCEDURES

This section covers the planning including: drills and training, notification and activation procedures, situational responses to various emergencies, including acts of violence and terrorist threats, and available protective action options.

Planning:

- **Multi-Hazard Response:** This involves developing comprehensive plans to address a variety of potential emergencies, including natural disasters, technological incidents, and human-caused threats. It emphasizes a unified approach, ensuring that staff and students are prepared to react effectively regardless of the specific hazard. This strategy aims to create a safer and more resilient school environment by prioritizing proactive planning, training, and consistent practice. A typical response protocol includes:
 - Assess the situation (Incident Commander/Designee)
 - Implement response action
 - Notify parents/guardians
 - Recovery
 - Evaluation
- **Building-Level Emergency Response Plan Planning Protocols:** Building-Level Emergency Response Plans include protocols for bomb threats, hostage takings, intrusions, and kidnappings, including:
 - Identification of decision-makers
 - Plans to safeguard students and staff
 - Transportation procedures
 - Parent notification procedures
 - Media notification procedures
 - Debriefing procedures

Training (Emergency Response Procedures):

This section details the required drills and training procedures for emergencies, emphasizing a trauma-informed approach and compliance with Education Law §807.

- **All Staff Training (including subs):** will receive training by **September 15th** annually, (new employees will be trained within 30 days of hire) training on emergency response procedures (with review of the Emergency Response Card), different types of hazards, appropriate response actions, violence prevention, mental health awareness, and the Incident Command System including roles and responsibilities.
- **Student Training:** will take place in an age- and developmentally appropriate manner prior to the first drill.

Emergency Response Procedures:

- **Shelter-in-Place:** Used to shelter students and staff inside the building.
- **Hold-in-Place:** Used to limit movement of students and staff while dealing with short-term emergencies.
- **Evacuate:** Used to evacuate students and staff from the building.
- **Secure 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.

Drill Requirements and Trauma-Informed Approach:

- **Mandated Drills to Practice Emergency Response Procedures:** Each school must conduct 4 lockdown drills and 8 evacuation drills (12 total) annually, as required by Education Law §807. With 6 evacuation drills and 2 lockdown drills occurring before December 31st, annually and after students and staff receive training in emergency response procedures has been provided. Remaining drills need to be completed by June 30th, annually.
- **Prohibited Tactics:** Drills and training during the school day with students present *cannot* include props, actors, simulations, or tactics mimicking school shootings, violence, or other emergencies.
- **Trauma-Informed Drills:** All drills and exercises must be trauma-informed, meaning they avoid tactics that could trigger past trauma, such as using props, actors, simulations, or mimicking school shootings or other violent events. The focus is on understanding trauma and its impact on students and adults.
- **Developmentally Appropriate Content:** Drills must be developmentally and age-appropriate.
- **Tabletop Exercises:** Tabletop exercises (discussions of roles and responses to sample emergencies) can be used for staff training in coordination with local and county emergency officials, especially when live drills are impractical.

Notification of Drills to Parents/Guardians:

Parental notification is required for all drills, including evacuation drills. Notice to parents and those in parental relation regarding drills must be made within one week before each drill, meaning at least 1 day before and no more than 7 days before the drill.

Plan for informing Parents/Persons in Parental Relation of Drills
Principals utilize a district template to notify parents of drills via our district communication platform, ParentSquare, within the required timeframe.

Parental notification is not required for bus drills.

Announcing Drills:

Students and staff will be informed of drills at the time a drill occurs except for evacuation drills. They are not required to be announced as per the NYS Fire Code.

Post-Drill Debriefings:

Each drill/exercise will be followed by a debriefing session for staff involved in identifying areas for improvement in emergency response actions and protocols.

Additional Drills:

- Drills will be held during summer school, with one drill occurring during the first week.
- Go-Home Early dismissal drills will not occur more than 15 minutes before the normal dismissal time. Parents/guardians will be notified in writing at least one week prior to the drill. Transportation and communication procedures will be included in the drill.
- Bus Evacuation Drills

Full-Scale Exercises:

Full-scale exercises (involving props, actors, or simulations) conducted with local/county emergency responders *cannot* be held during regular school days or when school activities are occurring. Students cannot participate in these exercises without written parental/guardian consent.

Communication:

- **Law Enforcement Contact:** Quick contact with law enforcement is crucial. Relationships are established through Building-Level Emergency Response Teams (BLERTs), and contact information is documented in the Building-Level Emergency Response Plan. Incident Commanders are authorized to initiate law enforcement contact.
- **Notification Methods:** Notification methods include County Emergency Services, telephone, email, portable radio, NOAA weather radio, website, intercom/PA, local media, and others as needed.
- **Internal Communication:** The district will notify all principals/designees in the event of an emergency.
- **Parent/Guardian Notification:** The district may use County Emergency E911 Centers, other messaging systems, local media, or the website to contact parents/guardians in case of a violent incident or early dismissal.

Plan to Inform Parents/Persons in Parental Relation of Emergencies or Early Dismissal
The district will utilize its communication platform (ParentSquare), its website (svcsd.org), and local media outlets (WKTV) to communicate emergencies, including early dismissals.

Response Protocols:

- **Initial Response:** The Building Incident Commander onsite during an emergency will be responsible to initiate response and contact the Chief Emergency Officer (CEO). The CEO will

provide leadership, organize activities and disseminate information (a designated alternate will act in their absence) with the assistance of the Building-Level Emergency Response Team(s).

- **Local Government Assistance:** Contacting Oneida County 911 activates the system for coordinating assistance from county and local agencies (as per Article 2-B of the Executive Law).
- **Responses to Acts of Violence (Implied/Direct Threats, Including Suicide Threats):** Building-Level Emergency Response Plan(s) detail procedures for responding to threats. Potential actions include:
 - Follow procedures outlined in the Code of Conduct
 - Use staff trained in de-escalation strategies to diffuse the situation.
 - Notifying the Building Principal
 - Threat level assessment with the Superintendent/Designee
 - Contact law enforcement (if necessary, following MOU)
 - Monitoring and adjusting responses
 - Use of the Building-Level Emergency Response Team
- **Responses to Acts of Violence:** Building-Level Emergency Response Plans detail procedures for responding to violent acts, may include but not limited to:
 - Isolating the area and evacuation (if appropriate)
 - Notification of Principal/Superintendent
 - Initiating emergency response procedures
 - Contacting emergency responders
 - Monitoring and adjusting responses
 - Early dismissal, sheltering, or evacuation procedures
 - Keeping parents/guardians informed
- **Responses to Violence (Reporting, Investigation, Follow-Up, Evaluation, Disciplinary Measures):** Building-Level Emergency Response Plans detail procedures for responding to threats, may include but are not limited to:
 - **Reporting:** All violent incidents (including verbal abuse and threats) must be immediately reported and documented. Confidentiality is maintained, and there is no reprisal for reporting.
 - **Investigation:** Review incidents to prevent recurrence (not to find fault), focusing on facts, recording information, identifying causes, recommending actions, encouraging follow-up, and considering changes to controls, policies, and procedures.
 - **Follow-Up:** The district provides medical and psychological support to affected individuals, ensuring confidentiality and protection from discrimination.
 - **Evaluation:** There will be a periodic review of school building security analysis, focusing on potential violent incidents (bomb threats, hostage-taking, etc.) with input from law enforcement.
 - **Disciplinary Measures:** The Code of Conduct guides disciplinary actions.
 - **Code of Conduct:** The district has a detailed Code of Conduct, communicated to all stakeholders, which is a major part of violence prevention.

- **Emergency Assistance from Local Government:** Contact 911 immediately. Additional support is available from the Sheriff, local police, fire departments, threat assessment teams, and County Emergency Services.
 - **Resources Available:** District facilities, vehicles, and equipment are available. The district can also contact the local highway department for heavy equipment.
 - **Resource Coordination:** The Incident Command System is used to coordinate resources and manpower.
- **Protective Action Options:** Building-Level Emergency Response Plans include procedures for:
 - School cancellation (Superintendent/Designee)
 - Early dismissal (Superintendent/Designee, parent notification)
 - Emergency evacuation (Principal/Designee, accounting for students/staff, potential off-site relocation)
 - Shelter-in-place (Principal/Designee, provisions for basic needs if extended)
 - Hold-in-place (Principal/Designee)
 - Secure Lockout (Principal/Designee)
 - Lockdown (Principal/Designee)
 - **Terrorist Threats & Activities:** The Principal will follow NYS Homeland Security recommendations based on the declared alert level.

The district encourages reporting suspicious activity to law enforcement, following the "If You See Something, Say Something™" campaign.

RECOVERY

This section describes the recovery procedures following an emergency or violent incident, including district support, mental health services, and recordkeeping.

District Support for Buildings:

- **Crisis Plan Activation:** After an incident, the Crisis Plan will be activated by the appropriate level Emergency Response Team.
- **Resource Deployment:** Necessary resources will be deployed to support the Emergency Response Teams and Post-Incident Response Teams.
- **Support from District Resources:** The Building-Level Emergency Response Team and the Building- Level Post-Incident Response Team will be supported by all available district resources and personnel as needed.

Disaster Mental Health Services:

- **Post-Incident Response Team:** Each building's Building-Level Emergency Response Team will designate a Post-Incident Response Team to provide crisis intervention and disaster mental health services, as detailed in the building's plan.
- **Additional Resources:** Buildings can draw upon existing pupil personnel staff (e.g., counselors, psychologists, social workers).
- **External Support:** If a building lacks sufficient resources, the district will arrange for additional pupil personnel staff to assist the Post-Incident Response Team.
- **Employee Assistance:** Employees are encouraged to utilize the Employee Assistance Program (EAP).
- **County/State Support:** Depending on the scope of the incident, the County Office of Emergency Services and Department of Mental Health may be contacted to coordinate county or statewide support.

COMMUNICABLE DISEASE - PANDEMIC PLAN

This section addresses the protocols and procedures that will be used for responding to a communicable disease outbreak or pandemic if one should happen, as mandated by Labor Law §27-c and Education Law §2801-a, effective April 1, 2021. It is designed to ensure the safety and well-being of students, staff, and the community, while maintaining continuity of educational operations to the greatest extent possible.

Prevention/Mitigation

- **Essential Positions/Titles:**

- A detailed list and description of positions deemed essential, with clear justifications for their designation.
- Protocols for documenting precise hours and work locations of essential workers.
- Strategies for staggering work shifts to reduce workplace and public transportation

Essential Positions/Titles				
Title	Description	Justification	Work Shift	Protocol
Business Administrator	Responsible for financial operations of the district	Will need to be onsite at times to ensure continuity of financial processes (A/P, P/R) as well as for budget planning and procurement needs.	Would work daily per a schedule with other business office personnel to avoid/minimize shared time onsite.	Daily logs of time onsite will be maintained with time in and out documented.
PR Clerk	Responsible for payroll and benefit processing	Needed to retrieve physical records (timesheets, etc.) to complete tasks.	Would work daily per a schedule with other business office personnel to avoid/minimize shared time onsite.	Daily logs of time onsite will be maintained with time in and out documented.
AP Clerk	Responsible for processing vendor payments	Needed to open mail and collect information necessary to process vendor payments.	Would work daily per a schedule with other business office personnel to avoid/minimize shared time onsite.	Daily logs of time onsite will be maintained with time in and out documented.
Director of Facilities	Responsible for physical plant	Needed to ensure mechanical systems are working and coordinate schedules for maintenance/custodial staff and contractors.	Daily	Daily logs of time onsite will be maintained with time in and out documented.

Custodians	Building level and grounds department	Provide routine maintenance and cleaning of buildings and grounds	As needed	Daily logs of time onsite will be maintained with time in and out documented
Transportation Director	Responsible for transportation services for the District	Needed to coordinate transportation needs to include potential delivery of meals and instructional supplies	Daily	Daily logs of time onsite will be maintained with time in and out documented.
Bus Dispatcher	Assist with transportation services and coordination	Support any transportation related needs	As needed	Daily logs of time onsite will be maintained with time in and out documented
Bus Mechanics	Maintain scheduled maintenance of fleet.	Remain current with Dept. of Transportation inspection schedules	Daily	Daily logs of time onsite will be maintained with time in and out documented
Bus Drivers	Assist with transportation needs	Transportation of students to out of district placements as needed; meal deliveries...	As Needed at Discretion of Superintendent	Daily logs of time onsite will be maintained with time in and out documented
Nurses	Building level nurses	Monitor student illness reporting, address any medical issues/questions	As needed	Daily logs of time onsite will be maintained with time in and out documented
Food Service Staff	Responsible for preparation of meals for students	Needed for continuity of food services to students during remote instruction periods	Daily	Daily logs of time onsite will be maintained with time in and out documented.
Building Principals	Responsible for supervision, management, and oversight for respective buildings.	Needed onsite to ensure continuity of instruction, communication, supervision of staff within respective buildings both on and off site.	Would work a normal daily schedule.	Daily logs of time onsite will be maintained with time in and out documented.
Building Secretaries	Responsible for managing communications and correspondence for the building.	Assist in obtaining substitute teachers, and other staff and community related needs that require an onsite presence.	Would work a normal daily schedule.	Daily logs of time onsite will be maintained with time in and out documented.

Committee on Special Education Chairperson	Supervise continuity of learning and services for special needs students	Oversee special education staff to ensure IEP's are being met to the greatest extent possible	As needed	Daily logs of time onsite will be maintained with time in and out documented
Superintendent of Schools	Responsible for supervision, oversight, and management of the District	Needed onsite to maintain continuity of programs and services related to the overall operations of the school district.	Would work as per normal daily schedule	Daily logs of time onsite will be maintained with time in and out documented
Secretary to the Superintendent	Responsible for managing communications and correspondence through the Superintendent's office.	Also serves as the Board Clerk for the preparation of Board meeting materials, correspondence, and communications.	Daily	Daily logs of time onsite will be maintained with time in and out documented

- **Telecommuting Protocols:**
 - Specific protocols enabling non-essential employees and contractors to telecommute.
 - Measures to ensure digital equity for employees and students.
- **Coordination and Communication:**
 - Close collaboration with the Health Department.
 - Designated Pandemic Coordinator and District-Wide School Safety Team.
 - Educational campaigns on hand hygiene and respiratory etiquette.
 - Information dissemination to parents, staff, and students.

Protection/Preparedness

- **Personal Protective Equipment (PPE):**
 - Protocols for securing and storing sufficient PPE for essential workers.
 - Plan for proper storage to prevent degradation and ensure immediate access.

Disposable Face Covering Supplies					
Group	Quantity per 100 per Group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions
Students	9400 Masks per Week	11,280	5640	2820	1 Disposable Mask per Week per Student (supplements parent provided)

Teachers/Staff	750	9000	4500	2250	5 Disposable Masks per Week per Teacher
Nurse/Health Professionals	30	360	180	90	10 Disposable Masks per Week per School Nurse

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Staff	12 Week Supply	Assumptions
Disposable Nitrile Gloves	200	2400	10 per Week per Staff
Disposable Gowns	200	2400	10 per Week per Staff
Eye Protection	40	n/a	2 Re-usable per Staff
Face Shields	40	n/a	2 Re-usable per Staff
Waste Disposal Medium	20	n/a	1 Unit per Staff Total
N-95 Respirators*	200	2400	10 per Week per Staff

- **Incident Command:**
 - Establishment of District-Wide and Building-Level Command Centers and Incident Command Structures.
 - Designated Pandemic Coordinators for each school.
 - Comprehensive communication strategies, including a designated Public Information Officer (PIO).
- **Operational Continuity:**
 - Procedures for maintaining essential functions and services, including business office, facilities, and human resources.
 - Strategies for ensuring continuity of instruction through various modalities.

Response

- **Activation Protocols:**
 - Criteria for activating the pandemic response based on internal monitoring and public health guidance.
 - Notification of the Incident Command Structure and implementation of communication procedures.
- **Spread Prevention and Contact Tracing:**
 - Protocols for preventing the spread of communicable diseases in the workplace.
 - Procedures for documenting hours and work locations of essential workers.
 - Coordination with local health authorities for contact tracing.
- **Disinfection and Cleaning:**
 - Cleaning and disinfection protocols for workspaces and common areas.
 - Procedures for handling confirmed cases of illness.
 - Return to school guidelines.
- **Employee Support:**
 - Employee assistance program and medical accommodations.
- **Emergency Housing:**
 - Pre-identified local housing options for essential employees, if needed.

Recovery

- **Return to Normal Operations:**
 - Strategies for re-establishing the normal school curriculum and operations.
 - Evaluation of building operations and re-implementation of maintenance and cleaning procedures.
- **Post-Incident Assessment:**
 - Assessment of the emotional impact on students and staff.
 - Debriefing and lessons learned by the District-Wide and Building-Level Emergency Response Teams.
 - Revision of the DWSSP and BLERPs.
 - Curriculum development to address the crisis.

EMERGENCY REMOTE INSTRUCTION PLAN

INSERT EMERGENCY REMOTE INSTRUCTION PLAN HERE

1. Device distribution: As the district is 1-to-1 in grades 7-12, students in those grades will utilize their district-issued devices to engage in their schoolwork. A plan will be developed for students in grades K-6 who require a district-issued device and for families who do not have viable Internet access at home; details of how these families can secure necessary devices will be communicated.
2. Consistent platform: The Google platform (Google Classroom, Google Meet, Gmail, Google Drive, etc.) will be consistently utilized by all staff and students. There will be a Google Classroom setup for every course. Software such as Zoom will not be utilized to replace any component of the Google platform. Any additional software that is utilized will serve a purpose that is not accomplished by the available components of the Google platform. By remaining consistent with the Google platform, we can appropriately focus our training efforts and achieve an increased level of efficiency and effectiveness.
3. Google Meet expectations: While on a Google Meet session, students will be expected to remain engaged for the duration of the session. Specifically, students should -- to the greatest extent possible -- find a quiet place to remain for the session. Aside from bathroom breaks and other urgent needs, students should remain at the site of the Chromebook or device and be readily responsive to teacher questions or comments. Students will be expected to mute their Google Meet windows unless they are speaking. Updated 8/23/20: Teachers may record Google Meet sessions so that students can view them later for reinforced support. Students should not utilize cell phones or other electronic devices while on Google Meets unless directed to do so by their teacher. Students are not permitted to take a screenshot or record video. Teachers may require students to keep their cameras turned on to ensure engagement.
4. Time/rigor of engagement: Per New York State guidance, students should expect to engage in coursework (combination of in-person and online) for approximately the same amount of total time that they would if school were in regular session. Similarly, students and parents should expect instructional tasks to be "comparable in rigor, scope and magnitude to a traditionally delivered unit of study."
5. Grading: Grading practices for each course will clearly be communicated to students and parents in advance. Students and parents can expect traditional grading practices to be utilized.
6. Deadlines: Deadlines for assignments will be utilized and clearly communicated by teachers. This will provide for an appropriate level of predictability in the learning process and enable progression through the curriculum.
7. Online parent communication resources: The "To Do" feature in each Google Classroom will accurately reflect the tasks/assignments that the student has not yet submitted for that course.

Additionally, the SchoolTool Parent and Student Portals will be updated regularly by teachers so that parents and students can receive updated information on student grades.

8. Additional parent communication options: Teachers will remain readily available for support via email and phone calls. Parents are encouraged to contact teachers with questions and concerns related to instruction. Parents can expect communications to be returned by the end of the school day following the communication. Parents are also encouraged to utilize ParentSquare and can expect ParentSquare messages to be communicated to keep the community informed as necessary.
9. Extracurricular club meetings: Extracurricular club meetings may occur remotely through the use of Google Meet.
10. Social/emotional development: The social and emotional needs and development of our students remains a top concern. We strongly encourage parents who have concerns about their children to email or call our social workers and/or counselors who remain available to support our students in these areas.
11. Special education services: Services identified in students' individualized education plans and 504 plans will continue to be provided. Families will receive information on the continuation of said resources.
12. Attendance/engagement for remote learning: Students will follow their schedule by logging in from home each period, each day. Attendance will be taken by teachers each period. Students will be considered present only if they remain engaged in the Google Meet for its duration. Teachers and staff will report to work each weekday, and teachers will conduct classes via Google Meet. The period schedule will be:

High School (9-12)

Announcements *	7:55
Period 1	8:00 - 8:30
Period 2	8:40 - 9:10
Period 3	9:20 - 9:50
Period 4	10:00 - 10:30
Period 5	10:40 - 11:10
Period 6 **	11:20 - 11:50
Period 7 **	12:00 - 12:30
Period 8	12:40 - 1:10
Period 9	1:20 - 1:50
Period 10	2:00 - 2:30

* Daily online announcements will be provided.

** Students will be assigned to either period 6 lunch or period 7 lunch.

Middle School (5-8)

Period 1	8:00 - 8:30
Period 2	8:40 - 9:10
Period 3	9:20 - 9:50
Period 4	10:00 - 10:30
Period 5	10:40 - 11:10
Lunch Break	11:20 - 12:00
Period 6	12:10 - 12:40
Period 7	12:50 - 1:20
Period 8	1:30 - 2:00

Elementary School (K-4)

Instructional Delivery Method	Grade Level	Expectations
Computer Based Instructional Learning <ul style="list-style-type: none"> Asynchronous viewing of instructional content/videos assigned by the classroom teacher Synchronous (i.e. "live") sessions for real time interactions with teachers in larger group formats to build classroom community, social interactions among peers, etc. Computer reinforcement/extension (academic learning programs, games, etc.) 	K-2	1.5-2.5 hrs daily or 7-10 hrs. weekly
	3-4	2-3 hrs daily or 10-15 hrs weekly
Indirect Instructional Learning Time <ul style="list-style-type: none"> Additional learning time for academics with little to no computer screen time; time when students will engage in reading, writing, assignment completion (i.e homework), etc. Learning time for skill practice and projects/research projects 	K-2	1-2 hrs daily or 5-10 hrs weekly
	3-4	2-3 hrs daily or 10-15 hrs weekly
Individualized & Small Group Instructional Supports for Elementary Level <ul style="list-style-type: none"> Teachers will meet with small instructional groups or one-to-one with students to conduct reading assessments, academic progress assessments to ensure comprehension, and tier I intervention supports Special education, tier 2 & 3 academic 	K-4	Depending on student needs throughout the duration of remote learning Will vary depending on needs of the child and/or family

intervention support services, English Language Learner support services		Individualized Education Plan (IEP)
Special Areas <ul style="list-style-type: none"> • A combination of synchronous & asynchronous instruction will be utilized • Students will self-select pre-recorded videos to view throughout the week when live instruction is not taking place (i.e. Music, Library, Art, and P.E.) 	K-4	1.5-2 hrs weekly

Sample Daily Schedule:* (Subject Areas will be more fluid depending on teacher's planning; subject areas can be at different times within the school day schedule)

Announcements: Morning Meeting P2 weekly discussion Social Emotional check in	9:00am.-9:30am.	Mode of Delivery Synchronous
ELA/Writing	10am.- 11am.	Combination of Synchronous and Asynchronous
Break	11:00am.-11:15am.	N/A
Mathematics	11:15am.-12:15pm.	Combination of Synchronous and Asynchronous
Lunch/Break	12:15pm.-1:15pm.	N/A
Science/Social Studies	1:15pm.-2:15pm.	Combination of Synchronous and Asynchronous
Office Hours/Intervention	2:15pm.-3:00pm.	Synchronous

*We encourage our families to follow a structured daily schedule. However we understand with the ages of our student population that families will need to complete their education at later times (due to: parent(s) work schedule, child care support, etc.). Parents and students would have to rely on asynchronous instruction if afterhours.

13. Format/design of instruction: Teachers will interact daily with students via Google Meet. Google Meet sessions may or may not last the duration of the assigned period as teachers may provide students with time to work independently on tasks. Teachers will modify instruction -- including engagement activities and assessments -- to account for the fully remote model. In addition to engagement during Google Meet sessions, corresponding assignments and tasks will be posted in Google Classroom.

SCHOOL SECURITY SERVICES AGREEMENT

INSERT SCHOOL SECURITY AGREEMENT HERE

SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT

This School District Special Patrol Office Agreement ("Agreement"), effective September 1, 2024, is by and between the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 ("County"), through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 ("OCSO") and Sauquoit Valley Central School District, a political subdivision of the State of New York with its principal offices located at 2601 Oneida Street, Sauquoit, New York 13456 ("District"). The County and the District are each a "Party" and together, the "Parties."

WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to occur; and

WHEREAS, the District desires to engage the services of Special Patrol Officers ("SPOs") as defined in NYS General Municipal Law ("GML") §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of SPOs to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District

NOW THEREFORE, in exchange for the consideration hereinafter stated, the County and the District agree as follows:

1. Assignment of SPOs. The OCSO shall provide one (1) SPO to District schools, during the scheduled times which shall be established by mutual agreement between the OCSO and the District. The OCSO will use a rotating staff of one (1) SPO based off the availability of each SPO. The District will receive a maximum of 40 (forty) hours of service from the SPOs, collectively, per week, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2024 and expires on August 31, 2025, without notice, unless terminated earlier as provided in this Agreement (the "Term.")

3. Compensation.

a. Basic Payment. The County will pay the SPO's an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.

b. For each hour of SPO time, the District will pay the County the hourly rate of \$26.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$29.34 per hour.

i. In the event that the County becomes responsible for payment of overtime wages for any SPO assigned to the District pursuant to the Fair Labor Standards Act, the District shall be responsible to pay the County the increased hourly rate associated with such overtime hours.

c. For the sake of clarity, the District shall be responsible for one hundred percent (100%) of the costs of the SPOs assigned to it during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.

d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in such rates. The new pay rates shall become effective upon the date specified by the County. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future action by the County changing the rate of pay and/or fringe benefits could include retroactive increases to rates for which the District will be responsible, and that the same may be enacted after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is enacted after the expiration of this Agreement.

e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the District.

f. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.

i. The County retains the right, in its sole discretion, to refuse the District's request for additional hours.

g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.

h. Billing and Payment. The OCSO shall submit an invoice for payment of all sums due by the District pursuant to this Agreement to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice to the County within seven (7) days of receipt.

4. Supervision of the SPOs. The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.

5. Duties of the SPOs. The SPOs' duties shall be as follows:

- a. Provide security within the District facility that the SPO is assigned to in accordance with GML § 209-v.
- b. Protect school property and maintain order in the school site.
- c. Report violations of law.
- d. Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.
- e. Act as liaison with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
- g. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO to the extent that the OCSO has adequate staffing to do so in the County's sole discretion. The OCSO shall notify the principal or designee of that school of the replacement SPO, if any.
- h. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
- i. The SPOs are prohibited from detaining or questioning students about their immigration status.
- j. The SPOs shall not take any action that would be considered student discipline. The SPO role is To protect the property and persons on the District premises. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- k. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

6. Additional Responsibilities of the OCSO.

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by the Parties that the OCSO will retain tactical control of all of the SPOs. The OCSO will provide SPOs who meet the requirements as prescribed in GML § 209-v.
- b. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent in the District.
- d. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the District.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to school facilities and personnel.
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of the program.
- f. Make recommendations to the designated supervisor and program adjustments as appropriate.
- g. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. District shall ensure all windows, doorways and locks are kept clear and secure.
- j. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property.
- k. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry

ways and exits.

8. Confidentiality and Disclosure of Records.

a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive or confidential and subject to provisions of Federal and New York State law and will be used only for the purposes outlined in this Agreement.

b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act, New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.

c. HIV-Related Information.

i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "

d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.

e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. Requirements of New York State Education Law Section 2-d.

a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.

b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:

i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;

iii. Except for authorized representatives of the third-party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other person:

1. Without prior written consent of the parent or eligible student; or

2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and

c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Disputes/Termination.

a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District may terminate this Agreement with a thirty (30) day notice to the County.

b. If programmatic issues occur that cause the OCSO to determine that termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate this Agreement upon thirty (30) days written notice.

c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.

d. In the event that there are changes to the law that affect the County's ability to assign SPOs to a school district, this Agreement shall immediately terminate on its own. In such event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.

e. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.

f. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of this Agreement. The necessary documents, notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.

g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

11. Independent Contractors. It is expressly understood and agreed that the legal status of the County, OCSO, and their officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation, unemployment insurance, and health insurance where applicable, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. Indemnification & Insurance.

a. The District agrees to indemnify, save, and hold harmless the County, OSCO, and their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the County and/or the OCSO and its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.

13. No Special Duty. Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The County and OCSO cannot promise or guarantee crime prevention, safety, or security.

14. Suspension of Work.

a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

i. In the event of a suspension and subsequent authorization to resume work, the County shall have up to thirty (30) days to secure adequate staffing to resume work, or notify the District that it is unable to do so and terminate this Agreement.

b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. Notices. All notices to the County should be sent to:

Oneida County- Law Department

800 Park Avenue

Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office

6065 Judd Road
Oriskany, New York 13424
All notices to the District should be sent to:
Sauquoit Valley Central School District
2601 Oneida Street
Sauquoit, New York 13456

16. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

17. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

18. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.

19. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

20. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed.

For Oneida County

Anthony J. Picente, Jr. Date
County Executive

For District

Anthony Nicotera Date
President, Board of Education

Approved

Christopher J. Kalil
Assistant County Attorney