

Holland Patent CSD

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.

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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 <u>August 10, 2026</u>	
Member Name	Title
Dr. Cheryl Richard	Superintendent
Nick Panuccio	Asst. Superintendent of Business and Finance
Ken Smith	Director of Facilities
Bill Paolozzi	Board Member
Russ Stevener	HS Principal
Lisa Gentile	MS Principal
Sarah Vergis	HPE Principal
Kristin Casab	GWF Principal
Chris Roberts	Transportation Supervisor
Wanda Minnig	CSEA
Mike Arcuri	HPTA

Kevin Kalk	Barneveld Fire Chief
Mike Anania	Westernville Fire Chief
Steve Glauer	Holland Patent Fire Chief
Bill Sutherland	Stittville Fire Chief
Dan Schwertfeger	Floyd Fire Chief
Lt. Carey Phair	Oneida County Sheriff's Office
Risk Management Coordinator	Utica National Insurance Company
Heather Bombace	Oneida BOCES Safety Office
Melissa Lowell	PPS Office
Kelly Healy	HS Asst. Principal
Charissa Taylor	Counselor
Dawn Hediger	Bus Monitor
Jessica Kenny	Teacher
Stacy Harter	Teacher
Dan Abduhl	Bus Driver

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)	
Holland Patent CSD has appointed	Dr. Cheryl Richard as the <i>Chief Emergency Officer</i> .
Title	Superintendent
Contact Information	crichard@hpschools.org (315)865-7200
The Board appointed Date	7/20/2026

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	5/27/2026
Public Comment Period	7/11/2026-8/10/2026
Public Hearing	8/10/2026
Board of Education approves the plan	8/10/2026
Plan posted to the website	8/11/2026
URL of DWSSP verified	https://resources.finalseite.net/images/v1768511673/hschoolsorg/p1tuvvb5s8iakf7tgewx/DistrictWideSchoolSafetyPlan01142026.pdf

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.

INCLUDE DISTRICT PROGRAMS HERE	Lockdown buttons/Auto Dial 911
SPO'S in each building	
Connected Community Schools	
DASA	
OHM BOCES Safety Office	
Blue Lights	

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. Which are as follows: Guides children safely across streets and intersections in accordance with operating traffic lights; oversees and maintains order of students passing between classes and in other designated rooms and areas on the school premises; performs miscellaneous clerical duties as assigned; helps children in lower grades with wearing apparel; has charge of students during rest periods; assists teachers with play supervision and with lunches; may be in charge of supplies and equipment in various school rooms and facilities; may be responsible for security procedures, such as, checking the condition of building rooms and unlocking/securing doors and windows before and after school activities; may act as monitor on school district buses.
 - 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.
 - The required training of hall monitors and other school safety personnel are as follows: Emergency Response, Mental Health, Violence Prevention, Sexual Harassment, Workplace Violence Prevention, DASA, Fire Prevention, Right to Know, Child Abuse in an Educational Setting, and Lead in Drinking Water. 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
Parent Square

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
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Website/Parent Square/Mass Calling

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.

- **Responding to Sudden Cardiac Arrest (SCA) and other medical emergencies:**
 - The Cardiac Emergency Response Plan (CERP) is a mandatory component of the District-Wide School Safety Plan, pursuant to the requirements of Desha's Law (Chapter 189 of the Laws of 2025).
 - Building-Level Emergency Response Plans contain detailed site-specific information and procedures for addressing medical needs, transportation, and emergency notification of parents/guardians.

Cardiac Emergency Response Plan (CERP)

Training and Certified Personnel

- **CPR/AED Certified Personnel:** At least one school staff member that is trained and certified in both CPR and AED usage will be present at school, school athletics, and school sponsored events. The training taken must be through a nationally-recognized organization, such as the American Heart Association. This training is mandatory for all school nursing and coaching staff but is voluntary for other employees.
- **Documentation of Certified Personnel:** The District maintains a list of all trained personnel by building/location, availability, and their certification expiration dates to ensure compliance.
- **Voluntary CPR/AED Training:** Training may be offered periodically on a voluntary basis to relevant district staff, including members of the building-level emergency response team(s).
- **Required Student and Staff Sudden Cardiac Arrest Training:** All students and staff will be trained in the signs of sudden cardiac arrest annually. Student training will take place in an age and developmentally appropriate manner.

AED Availability and Maintenance

- **AED Availability:** The District will provide AED equipment in each instructional facility and at key locations across the district (i.e fields). They will be clearly marked, accessible, and maintained according to manufacturer guidelines.
- **Signage:** Signage will be posted at the main entrance of each school building indicating the locations of the AEDs.
- **Documentation of AED Locations:** All AEDS will be clearly labeled and stored in appropriate containers, cabinets, or go bags/cases. The District maintains a list of all AEDs by building/location and expiration dates of batteries, pads and units.
- **EMS Notification:** The District maintains a Public Access Defibrillation agreement with Midstate EMS, 17 Foery Drive, Utica, NY 13501, which includes the location and types of AEDs in service and will report every AED use to them.

Cardiac Emergency Response Protocols/Venue Specific Procedures: This section outlines the immediate actions to be taken upon recognition of a potential SCA incident in the school building, on school grounds, or at school-sponsored events. Staff should always carry communication devices and emergency contact information for assistance when outside or off school property.

***Emergency Contact Number - Call 911**

Steps to Take When Responding to Medical Emergencies Including Sudden Cardiac Arrest

Upon discovery of a medical emergency in a school building, on school grounds, or at athletic/school events, we will take the following steps:

1. **Ensure Scene Safety** - Staff member(s) will take charge of the area until the incident is contained or relieved. (It is recommended that they do not move the patient if a head, neck, or back injury is suspected.)
2. **Notification - Shout for help. If alone, call for Emergency Medical Services (EMS) via 911 and obtain the Automatic External Defibrillator (AED), if the victim is in cardiac arrest.**
 1. Follow 911 emergency dispatcher's instructions.
 2. Call for any Certified Cardiopulmonary Resuscitation (CPR)/Automatic External Defibrillator (AED) school personnel and notify administration or designee*.
 3. The nurses/trained school personnel have access to Stop the Bleed kits, first aid kits, epi-pens, AEDs, and/or naloxone.
3. **Treatment** - The certified school personnel will begin preliminary evaluation and treatment including CPR/defibrillation.
4. **Upon arrival of EMS**, nurses/certified school personnel will report initial findings to emergency personnel and be relieved.
5. **School administration or designee notifies** parent/guardian or staff member's emergency contact.
6. Other staff may be asked to support the situation (i.e. clear halls, direct emergency personnel, contact family). Other annexes may be used as necessary depending on the situation (i.e. Hold-in Place). All staff should know where AEDs are located and how to call for help. Staff outside or off school property should always carry communication devices and emergency contact information for assistance.

Post-Emergency Actions

- **Document:** Document event including observations, all steps taken and by whom, who was notified, and information reported to EMS. Hold a post event debriefing. See the Recovery Section for a list of possible questions.
- **Data Download:** Staff present must be prepared to download the school's AED data onto a flash drive to provide to EMS for the emergency department's physician.
- **Debriefing:** Hold a post-event debriefing. Plans should be in place to notify the Post-Incident Crisis Response Team, if necessary.

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.

Post Incident Review: Below are possible questions/responses to consider after an incident or drill to evaluate effectiveness and make any necessary changes for the future.

Incident Summary

- Date, time, location, and type of emergency
- Whether it was a drill or an actual event
- Who was involved (roles, not necessarily names for confidentiality)

Timeline of Events (below is an example of a timeline when dealing with sudden cardiac arrest and the times to note)

- Time first signs were recognized
- Time EMS was called
- Time CPR began
- Time AED applied and shocks delivered (if any)
- Time EMS arrived and took over

Response Evaluation

- How quickly emergency steps were initiated?
- Was the AED retrieved and used without delay?
- Was the scene safe and well-managed?
- Was the emergency communication plan followed?

Roles and Responsibilities

- Did designated staff respond as trained?
- Were backups activated if primary responders weren't available?

Resources and Equipment

- AED functionality and accessibility
- PPE availability
- Communication tools (radios, phones)

Training and Preparedness

- Did staff recall and follow their training?
- Did bystanders assist effectively?
- Were there any skill gaps?

Outcome

- Immediate patient status when transferred to EMS
- Any safety concerns for responders or students
- Follow-up support for staff and students

Lessons Learned

- What went well and should be reinforced
- What should be corrected or improved

Action Plan

- Training adjustments
- Policy/procedure revisions
- Equipment servicing or relocation
- Additional drills scheduled

Documentation & Reporting

- Keep a confidential record (required by NY State law for CERPs)
- Report to administration, safety committee, and, if applicable, the state education department

COMMUNICABLE DISEASE - PANDEMIC PLAN

This section addresses the protocols and procedures for responding to a communicable disease outbreak or pandemic, as mandated by Labor Law §27-c and Education Law §2801-a. 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. This plan is built upon the existing framework of the DWSSP and Building-Level Emergency Response Plans (BLERPs), and will be regularly reviewed and updated in collaboration with public health authorities.

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 overcrowding.

Human Resources Essential Positions (Example Table)				
Title	Description	Justification	Work Shift	Protocol
Director of Facilities	Supervise custodial & maintenance staff	Supervise staff, maintain cleaning and disinfecting protocols, PPE, Supplies	8:00AM-4:00PM	
Transportation Supervisor	Supervise Transportation Staff	Supervise drivers & mechanics. Create lunch delivery schedule. Maintain maintenance schedule for busses.	6:00AM-2:00PM	
Custodial & Maintenance Staff	Buildings & Grounds maintenance	Clean & disinfect buildings, maintain grounds, maintain building mechanicals.	6:00AM-2:30PM	
Food Service Supervisor	Supervise Food Staff	Organize and supervise preparation of meals. Collaborate with transportation supervisor on meal delivery schedule	6:00AM-2:00PM	
Food Service Staff	Prepare meals for distribution	Prepare breakfast and lunch meals for students to be delivered.	6:00AM-2:30PM	
Director of Technology	Supervise IT staff	Organize device exchange and distribution, schedule technicians for device repairs, coordinate with RIC staff on server and internet maintenance, coordinate with transportation supervisor for delivery of devices.	8:00AM-4:00PM	
Technicians	Repair and exchange devices	Exchange broken devices returned and program and distribute replacement devices for all students and staff.	8:00AM-4:00PM	
Bus Drivers	Deliver meals and devices	Deliver meals and devices to student's homes.	6:00AM-2:30PM	
Bus Mechanics	Maintain Fleet	Maintain bus fleet and DOT compliance	6:00AM-2:30PM	
School Nurses	Provide health assistance to on-site staff	Provide any health-related support to on-site staff.	8:00AM-4:30PM	
Construction Managers	Supervise Capital projects	Supervise contractors working on capital projects, ensure all workers are in compliance with health and safety protocols, maintain schedule.	6:00AM-2:30PM	
Contractors	Capital Project Work	Working on capital projects.	6:00AM-2:30PM	

- **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	100 Masks per Week	1200	600	300	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	500	6000	3000	1500	5 Disposable Masks per Week per Teacher
Nurse/Health Professionals	1000	12,000	6000	3000	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	10	120	10 per Week per Staff
Disposable Gowns	10	120	10 per Week per Staff
Eye Protection	2	n/a	2 Re-usable per Staff
Face Shields	2	n/a	2 Re-usable per Staff
Waste Disposal Medium	1	n/a	1 Unit per Staff Total
N-95 Respirators*	10	120	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.

Appendix A – Emergency Remote Instruction Plan

Holland Patent Central School District

Emergency Remote Instruction Plan

District-wide School Safety Plan (DWSSP)

Required for the 2026-27 School Year

Appendix C: Emergency Remote Instruction Plan (beginning 2023-2024)

This appendix addresses the 2022-2023 amendments of Sections 100.1, 155.17, and 175.5 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery under Emergency Conditions, and the amendments of Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery Under Emergency Conditions and Length of School Day for Approved School-Age and Preschool Programs Serving Students with Disabilities

INTRODUCTION

The Holland Patent Central School District developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2025-26 District-Wide School Safety Plan. Additionally, the plan adheres to guidance set forth in the following [Board of Education policies](#): 5071 PURPOSE, USE AND ADMINISTRATION OF DISTRICT DIGITAL INFORMATION SYSTEMS, 5073 DATA SECURITY AND PRIVACY POLICY, 6020 STUDENT ATTENDANCE, 1010 CODE OF CONDUCT.

BACKGROUND INFORMATION

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, **but are not required to**, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.

NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022.

Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

REMOTE INSTRUCTION

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the Superintendent of Schools. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day ([NYSED Part 175.5](#)).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS/DEVICES)

The Holland Patent Central School District shall survey families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in the SchoolTool database. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student's place(s) of residence. The chief executive officer (School Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

District procedures are followed to ensure computing devices are made available to students or other means by which students will participate in synchronous instruction.

Holland Patent Central School District

EMERGENCY CLOSURE REMOTE LEARNING PLAN

POLICIES	The plan adheres to guidance set forth in the following Board of Education policies: 5071 PURPOSE, USE AND ADMINISTRATION OF DISTRICT DIGITAL INFORMATION SYSTEMS, 5073 DATA SECURITY AND PRIVACY POLICY, 6020 STUDENT ATTENDANCE, 1010 CODE OF CONDUCT.
INTERNET AND DIGITAL DEVICE ACCESS	The school district provides all students in grades K-12 access to a personal computing device PK-1 iPads and 2-12 Chromebooks. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction. The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home. All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.
PEDAGOGY	All teachers in grades PK-12 will use Buzz, Google Classroom, or SeeSaw as their primary instructional platform. Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach may include a combination of: <u>Synchronous “Live” Instruction</u> – Using Google Meet or Zoom along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model. <i>Teachers will make personal connections with all students during scheduled class times via SeeSaw, Google Meet or Zoom. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</i>

	<u>Asynchronous “Flipped” Instruction</u> - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion. These activities may include teacher/student synchronous interactions for a portion of the lesson. <u>Authentic Independent Instruction</u> - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.
STUDENT EXPECTATIONS	All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations. • All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Google Meet or Zoom: ○ Mute yourself on Meets or Zoom as directed by your teacher ○ Cameras are to be kept on during classroom meets unless directed specifically by your teacher to do otherwise. • Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable. • Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms. If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.
DAILY SCHEDULE	The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. Delays will be communicated and schedules will be adjusted. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters. MS and HS teachers must be available during the help period to assist students.
COMMUNICATION PROTOCOL: INTERVENTION	Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.
SPECIAL SERVICES	School districts are required to implement supports, services and accommodations, as indicated in students’ IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages

	districts to apply a “lens of reasonableness” to their approach. Please see this document for specific guidelines.
NON- INSTRUCTIONAL SERVICES ● TRANSPORTATION ● FOOD SERVICE ● MAINTENANCE ● CUSTODIAL ● CLERICAL/ ADMINISTRATIVE SUPPORT	When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.

NYSED Plan Requirements

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction;
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity;
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and
6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.

INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the District Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement. A district remote instructional day is the same number of hours as an in-person instructional day

REPORTING

- IMMEDIATELY

Whenever a school building must close to instruction due to the activation of its District-wide School Safety Plan or Building-level Emergency Response Plan, a *Report of School Closure* must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a *Report of School Closure* must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding *Report of School Re-Opening*, via the NYSED Report of School Re-Opening portal.

The *Report of School Closure* is intended to provide immediate notification to the Commissioner regarding an emergency closure. The *Report of School Re-Opening* notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a *Report of School Closure* for routine snow days.

- ANNUALLY BY JUNE 30TH

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30th.

- END OF THE SCHOOL YEAR

The school district shall report Emergency Remote Instruction through the State Aid Management System at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time

NYSED's *Form A* is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and
- Beginning with the 2023- 2024 school year, that remote instruction was provided in accordance with the district's Emergency Remote Instruction Plan.

BOARD OF EDUCATION APPROVAL

As part of the District-wide School Safety Plan, the school district's Board of Education shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.

Appendix B – School District Special Patrol Officer Agreement

SPECIAL PATROL OFFICER AGREEMENT

This Special Patrol Officer Agreement ("Agreement"), effective September 1, 2026, 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 its Oneida County Sheriff's Office ("OCSO") and Holland Patent Central School District, a political subdivision of the State of New York with its principal offices located at 9601 Main Street, Holland Patent, NY 13354 ("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; 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 to promote a greater sense of safety and security; and

WHEREAS, the OCSO wants to provide personnel 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, as detailed in the attached Exhibit A (Job Specification of Special Patrol Officer), which is made a part hereof;
2. To increase the physical law enforcement presence within District schools;
3. To decrease the number of incidents involving outside police intervention at District schools;
4. To increase a sense of safety and order with District schools; and
5. To ensure that school safety and security measures in place are being followed; 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 the 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 the District with four (4) SPOs, to be assigned by OCSO at its discretion from rotating staff, for scheduled dates and times, at designated District schools, all of which shall be established by mutual agreement between the OCSO and the District. The District will receive a maximum of 140 hours of service

from the SPOs, collectively, per week, each day that school is in session during the term of this Agreement. The OCSO will provide substitute coverage when designated SPOs are absent. 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, 2026 and expires on August 31, 2028, 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 \$33.50 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 \$33.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$37.08 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 a principal or designee, wish to have any SPO present at times over and above the regular 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 schools during the 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 on a monthly basis, to correspond with the schedule under which OCSO employees 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 provide a designated supervisor to facilitate scheduling, cover absences, and/or supply such support as needed by the District at its selected school(s) each day that the District is in session during the Term of this Agreement. The supervisor shall coordinate his or her District-related activities with the school(s) principal or designee. The OCSO-designated supervisor will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. In accordance with GML § 209-v, protect school property and persons on such premises.
 - b. Report violations of law.
 - c. 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.
 - d. Act, when necessary, as liaison with police and fire officials.
 - e. Advise the District administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.

- f. 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 District location of the replacement SPO, if any.
- g. 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.
- h. 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 schools 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 District 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 District representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide SPOs with full and appropriate access to District schools and personnel.
- d. Ensure that District personnel and other persons identified by the Parties are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of it.
- 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 District official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. Possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. Ensure all windows, doorways and locks are kept clear and secure.
- j. Provide SPOs with a master key to all doors, as well as a map of the location and surrounding property.
- k. Be responsible for providing and maintaining security equipment to monitor District schools, 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. 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 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 who 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's 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, the District's 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 this 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 thereof. 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:

Holland Patent Central School District
9601 Main Street
Holland Patent, NY 13354

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 (As Applicable), 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.

[Remainder of Page Blank. Signature Page to Follow.]

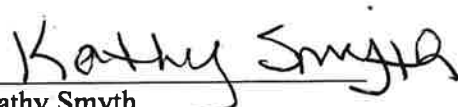
IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For Holland Patent Central School District:


Kathy Smyth
Board President

10/14/26
Date

Approved:

Christopher J. Kalil
Assistant County Attorney

ADDENDA A

PARENTS' BILL OF RIGHTS

Located at the following website: <https://www.hpschools.org/departments/data-privacy-and-security/parents-bill-of-rights-for-data-privacy-and-security>

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Oneida County (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the () School District (the “District”) commencing and expiring on the dates set forth therein (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the District in the format in which it was received by Contractor and/or destroyed by the Contractor as directed by the District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the District in a Contractor’s product and/or service by following the District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by District in Contractor’s product and/or service by following the appeal procedure in the District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the District will be stored on the District’s computer network. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential

Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

WHEREAS, the () School District (hereinafter "District") and Contractor entered into an agreement for special patrol officer services (hereinafter "Agreement") which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the DISTRICT.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the DISTRICT's Data Security and Privacy Policy in the following way(s): Contractor will only use personally identifiable student data (as defined in 8 NYCRR 121.1) and teacher or principal data (as defined in 8 NYCRR 121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the DISTRICT's Parents' Bill of Rights for Data Privacy and Security and will comply with same.

a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Contractor will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the DISTRICT, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: on an annual basis.

5. Subcontractors:

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected: Contractor will ensure that any subcontractors, third-party service providers, or other authorized persons or entities to whom the Contractor will disclose the personally identifiable student data and teacher or principal data, if any, are contractually required to abide by applicable data protection and security requirements consistent with those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law § 2-d; 8 NYCRR Part 121).

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. Contractor will promptly notify DISTRICT of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.

7. Termination of Agreement.

a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. If requested within 15 days of termination of the Agreement, Contractor shall Return all data to the DISTRICT using a mutually agreed to format.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR 121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan.

Oneida County

By:

Title:


1/20/20

Jurisdictional Class: Competitive
EEO Category: Protective Service
Revised: 09/16/2019

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for maintaining order and providing security in public buildings, schools and courtrooms. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Provides security by standing in and patrolling public buildings;
Protects and guards the public, judges, students, and employees, in the designated publicly-owned property;
Physically restrains unruly individuals;
Escorts law enforcement agents, juries and witnesses to and from the courtroom;
Provides general information to visitors on premises ;
Checks to insure that all necessary documents and identifications are in order;
Safeguards public property;
Provides assistance in emergency situations;
Maintains and updates records as required;
Prepares incident reports;
Distributes and posts appropriate documents and materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgement and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information, and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public, or related personnel; ability to use self-defense, restraint techniques and security equipment; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- (A) Retired member of a police or sheriff's department in New York State, **OR**
- (B) Retired member of the division of state police, **OR**
- (C) Retired former corrections, parole or probation officer in New York State.

continued...

SPECIAL PATROL OFFICER

Page Two

SPECIAL REQUIREMENT: Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for employment.

NOTE: Retired members of the division of state police are not eligible for reinstatement.

Adopted: 06/13/2019

Revised: 06/29/2012; 09/10/2015; 09/16/2019

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and _____ ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
- iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information;

or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i.

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.