

Herkimer CSD District Wide School Safety Plan

PROJECT SAVE (Safe Schools Against Violence in Education)

Introduction

Emergencies and violent incidents in schools are critical issues that must be addressed in an efficient and thoughtful manner. Districts and BOCES are required to develop a District Wide School Safety Plan. The plan is designed to prevent or minimize the effects of serious violent incidents and emergencies, as well as facilitating the coordination of the district with local, county, and state resources.

The District Wide Plan is responsive to the needs of all schools/buildings within the district and is consistent with the more detailed Emergency Response Plans required at the building level. Districts are at risk of a wide variety of acts of violence, natural, and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response, and recovery with respect to a variety of emergencies in the district and at its schools.

The 2025-2026 Herkimer Safety Plan was available for public comment from July 1, 2025 through August 19, 2025. A Public Hearing was held prior to the August 20, 2025 Board of Education meeting, where it was approved.

Section I: General Considerations & Planning Guidelines

A. Purpose

The Herkimer District Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Herkimer Board of Education, the District Superintendent appointed a District-Wide School Safety Team and charged it with the development and maintenance of the District Wide School Safety Plan.

B. Identification of School Teams

The Herkimer District has appointed a District-Wide School Safety Team consisting of, but not limited to, representatives of the Board, students, teachers, administrators, parent organizations; school safety personnel; bus drivers/monitors; Herkimer BOCES Safety Service; NYSED templates; other districts and, other school personnel. The members of the team and their positions/affiliations are as follows:

Member Name	Title
Kathleen Carney	Superintendent/Chief Emergency Officer

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Maria Lindsay	Middle-High School Principal
Renee Vogt	Elementary Principal
Cristi Paragi	Elementary Assistant Principal
Nicole Crandall	MS/HS Assistant Principal
James McKernan	Building Maintenance Mechanic
Adam Hutchinson	BOCES Safety Supervisor
Brian Crandall	Board of Education Member
Matt Collis	Board of Education Member
Scott Petucci	Board of Education Member
Philip Harvey	District Groundskeeper
Melinda Culver	Elementary School Nurse
Karen Vincent	MS/HS School Nurse
Nicolas Sheldon	Teacher
Laura Scalise	Teacher
Kathryn Jenne	Teacher
Heather Denton	Teacher
Officer Jessica Albert	SRO – MS/HS
Herkimer County Sheriff	SPO – Elementary
Chief Michael Jory	Herkimer Police Department

The District-wide School Safety Team is responsible for the development, review, and updating of the District Wide School Safety Plan. Each student-occupied building in the district will have both an Emergency Response Planning Team and a Post-Incident Response Team. The Emergency Response Planning Team will provide the initial response in all emergencies as defined in this plan. Members of the Post-Incident Response Team, following an emergency, will take response actions in the aftermath of an emergency.

C. Chief Emergency Officer

Herkimer Board of Education has designated a Chief Emergency Officer (CEO). The CEO is a Herkimer District employee and is responsible for coordinating communication between staff and law enforcement and first responders and for ensuring staff understanding of the district-level safety plan. The CEO shall also be responsible for ensuring completion and yearly update of building-level Emergency Response Plans.

D. Concept of Operations

The District Wide School Safety Plan shall be directly linked to each building's individual Emergency Response Plan. This District Wide School Safety Plan will guide the development and implementation of each building level Emergency Response Plan.

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In the event of an emergency or violent incident, the initial response to all emergencies at an individual building will be by the School Emergency Response Planning Team. Upon the activation of the School Emergency Response Planning Team, the Superintendent or his/her designee will be notified and, where appropriate, local first responders will also be notified. Emergency response actions, including crisis response, may be supplemented by involving regional resources through established protocols.

E. Plan Review & Public Comment

This plan shall be reviewed and maintained by the District-Wide School Safety Team and reviewed on an annual basis on or before July 1st of each year. Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan will be made available for public comment 30 days prior to its adoption. The plan must be formally adopted by the District's Board of Education after an opportunity for input from the public.

While linked to the District Wide School Safety Plan, Building Level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a (Building Level Emergency Response Plans are not subject to FOIL). Full copies of the District Wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building Level Emergency Response Plans will be supplied to both local and State Police within 30 days of adoption, and other appropriate first responders as needed.

Section II: Risk Reduction/Prevention & Intervention

A. Prevention/Intervention Strategies

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance the ability to prevent negative events from happening. Herkimer District has implemented initiatives that serve both as prevention and risk reduction strategies.

Program Initiatives

Herkimer District utilizes programs and activities that improve the school climate and communication throughout the school community, and that encourage the reporting of potentially dangerous, suspicious or violent behavior. The following is a partial list of such initiatives:

- DASA referrals - <https://www.herkimercsd.org/about-us/forms-plans-notifications/dignity-for-all-students-act/>
- Code of Conduct,
- TREATY program through Catholic Charities,

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- Village SRO program at the Middle-High campus and Herkimer County Sheriff SPO at the elementary campus,
- Connected Community Schools, ICAN, and Ready for Kindergarten initiatives,
- LEAD program instructed by SRO at the Middle School,
- Prevention programs in collaboration with Herkimer County Youth Violence Prevention Council and Catholic Charities,
- District wide social and emotional lessons via the school counselors and social workers

Herkimer District encourages all divisions to develop strategies that support a positive and safe learning environment for students, such as community involvement, mentoring programs, and schedule adjustment to minimize potential for conflicts or altercations.

Training, Drills, & Exercises

Herkimer District will ensure that each building conducts drills and exercises to test the components of their building level plans while following NYSED regulatory guidelines.

Drills are coordinated, supervised activities designed to provide training on how to respond to an emergency situation. Exercises help build preparedness for emergencies by providing a low-risk, cost-effective environment to: Test and validate plans, policies, procedures and capabilities and may involve outside agencies.

Tabletop Exercises are discussion-based sessions where a group from the school and outside agencies meet in an informal setting to discuss roles and responses during an emergency. During the exercise, participants are guided through a simulated emergency scenario by a facilitator. Herkimer Central School District may conduct Tabletop Exercises in coordination, if possible, with local and county level first responders and preparedness officials when live drills are impractical or not sufficient to meet training goals.

As per regulation, **four (4) Lockdown drills, eight (8) Evacuation drills and one (1) Emergency Dismissal drill will be conducted each school year.** Additional drills may be conducted for select response protocols including: Shelter-in-Place, Hold-In-Place, and Lockout.

Notification of Drills to Parents/Guardians

Parent 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 one day before and no more than seven

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days before the drill. Notification may be made via ParentSquare, email, text message, and/or phone call. Parent notification is not required for bus drills.

Herkimer Central School District has developed procedures and timeframes for notification of parents or persons in parental relation regarding drills and other emergency response training(s) that include students. These procedures include:

- Use of Parent Square to communicate immediately with parents/guardians regarding drills, emergency response trainings and emergencies that occur during the school year.
- Annual letter home indicated required emergency drills.
- Emergency procedures in school handbooks.

Announcing Drills

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

Drills conducted during the school day when students are present shall be conducted in a “trauma-informed”, developmentally, and age-appropriate manner. Being “trauma-informed” means that will not include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency. When drills are conducted, students and staff shall be informed that the activities being conducted are a drill and not an emergency.

If Herkimer Central School District opts to partner with first responder agencies to participate in a full-scale exercise that includes props, actors, simulations, or other tactics that mimic a school shooting or other act of violence or emergency, it will not do so on a regular school day or when school activities are occurring on school grounds. Such exercises will not include students without written consent from parents or persons in parental relation.

Staff Development

- Periodic review of safety procedures at beginning of year Faculty Meetings by administrators.
- Periodic safety training with SRO/SPO’s and local law enforcement.
- Periodic emergency training in areas such as; First Aid/CPR, Stop the Bleed.

Implementation of School Security

All staff is expected to be vigilant regarding threats against students and staff (i.e. bullying/harassment) and immediately report to their respective principal or supervisor any information they have received or observed regarding anything that

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could be *reasonably* expected to impact the safety and security of anyone in the school community.

Additional Security Implementations include:

- Accessibility to DASA forms online
- Accessibility to school personnel (i.e. counselors, social workers, SRO/SPO's)
- Training for staff

Vital Educational Agency Information

Herkimer District maintains information for each division/building in a central location, including: school population, number of staff, transportation needs, and the business and home numbers of key officials.

B. Early Detection of Potentially Violent Behaviors

Herkimer District recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. Certain emotional and behavioral signs, when viewed in context, can signal a troubled student. Staff is trained to recognize the signs that can be used to signal a student who may need help. The more signs that a student exhibits the more likely it is that he/she may need intervention. Early warning signs could include, but are not limited to:

- Feeling very sad or withdrawn for more than two weeks
- Sudden overwhelming fear for no reason
- Involvement in many fights or desire to badly hurt others
- Severe out-of-control behavior that can hurt oneself or others
- Not eating, throwing up, or severe, visible, weight loss
- Intense worries or fears that get in the way of daily activities
- Extreme difficulty concentrating or staying still that puts the student in physical danger or causes problems in the classroom
- Use of drugs or alcohol
- Severe mood swings that cause problems in relationships
- Drastic changes in the student's behavior or personality
- Preoccupation with illness, death, or catastrophic events

Students, parents, and staff are encouraged to share information regarding any student conflicts, threats, or troubling behaviors with the appropriate school administrator, counselor, nurse, and/or mental health staff, so that an investigation can commence in a timely fashion, if deemed necessary.

This communication may extend beyond Herkimer District personnel to include law enforcement, mental health professionals, etc., when deemed appropriate and within existing legal parameters.

C. Hazard Identification

The list of sites of potential emergencies include: Herkimer Elementary School, Herkimer Middle/High School, Herkimer Bus Garage, Herkimer County Community College. Each individual student-occupied site has assessed their own site for unique hazards and has documented them in their respective Building Level plans.

Section III: Response

Emergency Response Procedures include:

- 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 building or campus.
- Lockdown: Used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

A. Notification & Activation

Incident Commanders are authorized to and will initiate contact with the appropriate first responders in the event of an emergency or violent incident. If appropriate the Incident Commander will call 911. In a crisis situation involving a violent incident, staff should call 911 and notify the Incident Commander.

The methods used for notifications of an emergency or an act of violence include the following possible forms of communication: Emergency Services, telephone, email, Parent Square, district website, PA system, local media, and others as appropriate or necessary.

B. Situational Responses

Multi-Hazard Response

In the event of a catastrophic emergency (fire, building collapse, etc.) the evacuation of the building and the preservation of life is the only consideration. It is anticipated that specific procedures outlined in this plan, particularly as they relate to notifications, line of authority, etc. may be violated in cases involving catastrophic emergencies.

Herkimer District's buildings each have a Building Level Emergency Response Plan, which include specific procedures for a variety of emergencies. However, there are many variables that could impact the manner in which the Building Level Emergency Response Team responds to a particular occurrence. Given these variables, it is impractical to attempt to anticipate the steps needed for a response

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to every conceivable scenario. Responses focus on a few critical decisions that need to be made in every emergency to prevent injury and loss of life.

Responses to Acts of Violence: Implied or Direct Threats

Herkimer District has policies and procedures in place for responding to implied or direct threats of violence; including a range of disciplinary action to be used when responding to such threats or acts. The following steps may be taken in the event of an implied or direct threat of violence:

- Follow safety procedures as outlined in Emergency Response Document (ERD)
- Notify SRO/SPO and building administrators
- Determine level of threat with Superintendent/Designee
- Contact local law enforcement agency, if deemed necessary by SRO
- Elicit the Building Response Team if deemed necessary
- Monitor situation, adjust response if appropriate
- De-escalation or other TCI (Therapeutic Crisis Intervention) steps by staff
- Communication via school messaging program to parents and local agencies

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Acts of Violence/Crises

Herkimer District policies and procedures for responding to acts of violence/crises involving students, teachers, other staff, and visitors to the district's facilities will be included in the Building-Level Emergency Response Plans. The following steps may be taken in the event of an act of violence or crisis:

- Follow safety procedures as outlined in Emergency Response Document (ERD)
- Notify SRO/SPO and building administrators
- Determine level of threat with Superintendent/Designee
- Contact local law enforcement agency, if deemed necessary by SRO
- Elicit the Building Response Team if deemed necessary
- Monitor situation, adjust response if appropriate
- De-escalation or other TCI (Therapeutic Crisis Intervention) steps by staff
- Communication via school messaging program to parents and local agencies

Response Protocols

Herkimer District selection of appropriate responses to emergencies, including potentially responding to situations like bomb threats, hostage taking, intrusions, kidnappings, power supply disruption, and severe weather may be included in the Building Level Emergency Response Plans. The following protocols are provided as possible examples:

- Identification of decision-makers
- Plans to safeguard students and staff

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- Procedures to provide transportation, if necessary
- Procedures to notify parents and the media
- Debriefing procedures

Arrangements for Obtaining Emergency Assistance from Local Government

Arrangements for obtaining assistance during emergencies from first responders and local governmental agencies include contacting 911 immediately. Additional support can be obtained by contacting Herkimer Police Department, NYS Police, Herkimer Fire Department, Herkimer County Sheriff, the NYS Police, and Herkimer County Emergency Services (i.e. Red Cross).

Procedures for Obtaining Advice & Assistance from Local Government Officials

See Above

Resources Available for Use in an Emergency

Stop the Bleed classroom kits, Classroom Lockdown buckets, “Go Bags” for school nurses, including AED’s, Classroom rosters, District wide radios, access to buses and evacuation sites.

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Procedures to Coordinate the Use of Resources & Manpower during Emergencies

Herkimer District will use the Incident Command System to coordinate the use of resources and manpower during emergencies.

Protective Action Options

Plans for taking the following actions in response to an emergency where appropriate will be including in each building’s Emergency Response Plan: school cancellations, early dismissal, evacuation, shelter-in-place, hold-in-place, lockout, and lockdown.

Section IV: Recovery

See Website under Recovery

A. District Support for Buildings

After an incident, the appropriate Emergency Response Team will initiate the Crisis Plan. Necessary resources will be deployed in order to support the Emergency Response and Post-Incident Teams.

B. Disaster Mental Health Services

Specific mental health services needed will be addressed by the appropriate Emergency Response Team as outlined in the Crisis Plan.

Appendices

Employee Worksite -School Buildings – Appendix 1

Building Level Emergency Plan Locations – Appendix 2

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School Resources Officer/Special Patrol Officer Contract -Appendix 3

Public Health Emergency Plan - Appendix 4

Recovery – Appendix 5

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Appendices

Appendix 1: Employee Worksite – School Buildings

Listing of all school buildings covered by the District-wide School Safety Plan with addresses of buildings, and contact names and telephone numbers for building staff.

Herkimer High School

801 W German St.
Herkimer, NY 13350

Maria Lindsay, Middle-High School Principal

Nicole Crandall, Middle-High School Assistant Principal

Phone: (315) 866-2230

Fax: (315) 866-8595

Herkimer Elementary School

255 Gros Boulevard
Herkimer, NY 13350

Renee Vogt, Elementary Principal

Cristi Paragi, Elementary Assistant Principal

Phone: 315-866-8562

Fax: 315-866-8568

Herkimer Bus Garage

145 Gros Boulevard
Herkimer, NY 13350

Appendix 2: Building Level Emergency Plan Locations

Copies of all Building-level Emergency Response Plans. Identification of local and state law enforcement agencies where building-level plans are filed.

- New York State Police
- Herkimer Police Department

Appendix 3: School Resource Officer/Special Patrol Officer Contract

Municipal Cooperation Agreement Between the Village of Herkimer and the Herkimer Central School District for the Provision of a School Resource Officer

MUNICIPAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF HERKIMER
AND THE HERKIMER CENTRAL SCHOOL DISTRICT
FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER

1. This Municipal Cooperation Agreement ("Agreement") is by and between the Village of Herkimer, a municipal corporation, located at 120 Green Street, Herkimer, New York 13350, (the "Village"), and the Herkimer Central School District, a public school district with an address of 801 West German Street, Herkimer, New York 13350 (the "District").
2. This Agreement details the duties and obligations of the Village and the District in regard to the Village providing the District with one (1) Police Officer as a School Resource Officer ("SRO") on the District's Campus (the "Program").
3. The Term of this Agreement shall commence September 1, 2025, and shall end on June 30, 2026 unless sooner terminated in accordance with the terms and conditions set forth herein.
4. The Village's obligations are as follows:
 - A. The Village shall provide the District with one (1) Police Officer as an SRO to the District's Campus. Should the assigned SRO be absent, the Village will not be obligated to replace the normally assigned SRO.
 - B. The SRO may assist in:
 - i. Community outreach, truancy reduction, and drug and education and prevention services.
 - ii. Educating students about law and law enforcement.
 - iii. Facilitating student-teacher and student-parent communication and conflicts and other conflict resolution.
 - iv. Additional law related educational programming as agreed between the SRO and the District.
 - C. The above duties in Paragraph "B" shall not interfere with the SRO's taking law enforcement action at the District.
 - D. From September 1, 2025 through June 30, 2026, the SRO will be present for eight (8) hours each school day, with such schedule to be agreed upon by the Superintendent of Schools and the Chief of Police (the "Full Time

Schedule"), Monday through Friday, while classes are in session, except as provided in Paragraph "E" next below. The SRO will check in with the office of the principal of the school to which he/she is assigned upon arrival on Campus and prior to departure, except in cases of emergency.

E. The SRO shall remain on Campus unless:

- i. The SRO is directed by Police Dispatch to respond to an emergency off the Campus.
- ii. The SRO's investigation of an incident that occurred on Campus requires the SRO to leave the Campus.
- iii. The SRO leaves Campus to obtain food and returns to the Campus to eat. (No more than twice a shift.)
- iv. The SRO leaves at the end of the shift.
- v. It is the SRO's opinion that he/she must leave the Campus in order to protect life or property off Campus.

5. The District's obligations are as follows:

- A. The District shall cooperate with the Village in order to implement the Program.
- B. The annual amount to be paid by the District shall agreed upon for the 2025-2026 school year. The Village shall bill the District monthly for each of the ten (10) months. Payment shall be due on or before the final day of the month. The annual amount will not be reduced due to the SRO missing a shift(s) due to sickness or injury but shall be prorated in the event that this agreement is cancelled by either party.
- C. The District shall also reimburse the Village up to \$1,000 for documented incidental expenses that may be incurred by the Village and/or the Police Department (training, equipment, uniform, etc.) within thirty (30) days following submission of sufficient documentation by the Village.
- D. All "extra detail" assignments (e.g., attending sporting events, dances, parades, etc.) agreed upon by the parties shall be calculated and paid at the Village's actual officer cost.

- E. Should the SRO officer be hurt while performing his/her duties the Village will be responsible for paying the officer any compensation or other benefit the same as if the officer was injured on regular patrol in the Village.

6. Mutual Covenants and Restrictions:

The Village and the District (the "Parties") agree and consent to the following covenants and restrictions:

- A. Nothing in this Agreement will be construed as creating a partnership between the Parties. The relationship between the Parties is that of Vendor and Vendee.
- B. The District shall have the opportunity to interview and select the SRO from among Village Police applicants to ensure a good fit with the District. The Mayor and the Village Board of Trustees shall be notified by the District regarding any concerns about the SRO's performance at the District. If the situation cannot be resolved to the two parties' satisfaction, the District shall notify the Mayor and Village Board of Trustees that the officer is to be dismissed and the reason(s) therefore.
- C. Upon thirty (30) days' written notice and request by the Village, an officer serving as an SRO at the District's Campus will be reassigned to regular duty with the Village. Within a reasonable time following this notice, the Village shall provide new SRO applicants to the District and will cooperate with the District's efforts to select a new SRO within the 30-day period.
- D. Either Party can terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. Notice shall be sent to the Parties at the addresses listed above, except that termination will not relieve the District for payment of SRO services actually rendered up to and including the date of termination.
- E. Both parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.
- F. This Agreement shall be governed by the laws of the State of New York. Any disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Herkimer County.

G. The terms and conditions of this Agreement can only be changed in writing signed by both Parties.

H. This agreement represents the entire understanding between the parties.

7. It shall be the primary role of the school resource officer to provide improved public safety and/or security on school grounds. In addition, to this primary role, school resource officers also may serve additional roles, including but not limited to:

- A. Proposing and enforcing policies and administrative procedures related to school safety;
- B. Utilizing technology in the implementation of a comprehensive safety program;
- C. Serving as a liaison with other school officials and other community agencies, including but not limited to: other law enforcement entities, courts, health care entities, and mental health entities;
- D. Proposing and implementing strategies concerning prevention, response and recovery efforts for incidents and/or emergency situations occurring on school grounds and/or involving students, faculty, administration or visitors to the school;
- E. Proposing and assisting in the execution of school emergency drills and proposing and assisting in the creation of school safety plans;
- F. Providing educational services to students;
- G. Assisting in the design, explanation and enforcement of school safety and security policies and procedures; and
- H. Performing such other and further roles, responsibilities and activities as may be appropriate and proper for a law enforcement officer to perform, in order to advance the security, safety and well-being of students, faculty, administration and visitors to the school district's schools, transportation vehicles and school grounds,

8. The School Resource Officer shall not act as a school disciplinarian as disciplining students is a District responsibility. The District and appropriate staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take.

However, this shall not be construed to prevent the SRO from sharing information with the District administration/staff which may aid in the determination of whether a disciplinary offense has occurred.

The SRO will be provided with up-to-date copies of District disciplinary policies and codes of each school, and the SRO shall become familiar with same. The District administration/staff shall advise the SRO of threatening behavior, events, incidents or activities concerning current or former students or staff possibly giving rise to criminal or juvenile violations, or security issues, or concerns (such as pending or implemented student discipline, suspension/termination of staff, and the like) and the SRO shall then determine whether law enforcement action is appropriate. The SRO, as an employee of the Village of Herkimer Police Department, is authorized to receive and appropriately act on any of such information or reports. The School Resource Officer is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the District until the problem is resolved.

9. The confidentiality of student records are governed by the Family Educational Rights and Privacy Act ("FERPA"). The parties agree that the SRO will be trained in the confidentiality requirements of FERPA and will comply in all aspects of FERPA.

10. The District does hereby covenant and agree to defend, indemnify, and hold harmless the Village from and against any and all liability, loss, damages, claims, or actions for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the duties and activities provided by the Village under this Agreement. The District shall name the Village as an additional insured under the District's insurance coverage for the term of this Agreement and provide such documentation to the Village evincing such endorsement on the District's policy.

**Municipal Cooperation Agreement Between Herkimer County and the
Herkimer Central School District for the Provision of a School Peace Officer**

AGREEMENT BETWEEN
HERKIMER COUNTY, through the HERKIMER COUNTY
SHERIFF'S OFFICE
AND
The HERKIMER CENTRAL SCHOOL DISTRICT
School Resource Officer/Special Patrol Officer

THIS AGREEMENT, made and entered into, by and between the **County of Herkimer**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 109 Mary Street, Herkimer, NY 13350, hereinafter referred to as "County"; the **Herkimer County Sheriff**, a public officer duly elected under the laws of the State of New York, having offices at 320 N Main Street, Herkimer, NY 13350, hereinafter referred to as "Sheriff" or "HCSO"; and the **Herkimer Central School District**, a school district organized and existing under the laws of the State of New York, having offices at 801 West German Street, Herkimer, NY 13350, hereinafter referred to as "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the District wishes to secure the services of an appropriately trained and experienced law enforcement professional to serve as School Resource Officer/Special Patrol Officer, hereinafter referred to as "SRO/SPO", during the school year, to serve as law enforcement officer, role model, and as a resource to students, faculty and families of the Herkimer Central School District programs, and

WHEREAS, the Sheriff, the County and the District wish to enter into an agreement to provide school resource officer, security, law enforcement, and other appropriate related services to the students, staff, and faculty of Herkimer Central School District, and

WHEREAS, the Sheriff, the County and the District declare that the parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of law enforcement within the District facilities;
3. To decrease the number of incidences involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling and advice to students and staff within the District.

WHEREAS, the Sheriff has the personnel available who possess the requisite skills, training, and expertise to provide such services to the District;

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the County, the Sheriff, and the District agree as follows:

1. The Provision of a School Resource Officer.

- a. *Assignment.* The Sheriff shall assign an appropriately trained and qualified officer, employed by Herkimer County, to serve as the School Resource Officer/Special Patrol Officer and perform the duties established in this Agreement at the Herkimer Central School in Herkimer, NY. The SRO/SPO will wear the uniforms issued by Herkimer County Sheriff's Office ("HCSO") including sidearm in an authorized holster when appropriate.
- b. *Work Hours.* A schedule of hours to be worked by the SRO/SPO will be established cooperatively by the Sheriff and the District, which they may modify as they deem necessary, including temporary replacements if needed.
- c. *Supervision of the SRO/SPO.* The SRO/SPO will be under the general supervision of a designated member of the Sheriff's Law Enforcement Division, and such SRO/SPO shall coordinate his/her law enforcement activities at the District with the District's Principals or other person designated by the Superintendent of Schools. All educational support services provided by the SRO/SPO shall be approved in accordance with the District's policies and procedures.

2. Scope of Services. The County shall provide law enforcement services through the HCSO as set forth in Schedule A, the contents of which are incorporated into this Agreement by this reference.

3. Term/Termination/Extension.

- a. *Term.* The Agreement will be effective beginning on September 1, 2025 and will expire on June 30, 2026

(the "Term"), without notice, unless terminated earlier or extended as provided in this agreement.

- b. *Termination.* The Parties agree that this Agreement may be terminated upon the written consent of all Parties, or by any Party for any reason other than the funding issues described in Section 13 below upon thirty (30) days written notice to the other Parties at their respective designated addresses. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any), and invoices with respect to the SRO/SPO's services up to the effective termination date of the Agreement. The provisions of Sections 4, 5, 6, 7, 8, 12, 14, and 17 shall continue in effect beyond the termination date for so long as necessary to resolve any matters remaining for completion or resolution of the obligations of this Agreement.

- c. *Extension.* This agreement may be extended upon the same terms and conditions at any time by the parties upon agreement to do so in writing, signed by the authorized representatives of the Parties.

4. Compensation.

- a. *Basic Payment.* The District agrees to pay the Sheriff an amount equal to the actual rate of salary and the cost of fringe benefits, if any, applicable to the officer assigned as SRO, which are in effect at the time that services are provided, for the time worked at

the District. The hourly rate will not exceed \$56.27/hour and will cover services performed during normal school hours during each week of the school year when school is in session, up to the maximum regular hours per week not to exceed 40 hours. The County shall provide the District with the rates of pay and/or fringe benefits of each officer assigned to work as SRO/SPO at the school when submitting its invoice.

- b. *Additional Hours.* If additional coverage is deemed necessary by the District beyond the normal 8 hour work day and 40 hour work week, the rate to be paid by District to County for such additional hours of work will be 1½ times the hourly rate for the officer in effect when the work is performed. Such work may include: investigations, arrests, interviews, presentations, meetings, sporting events, or other mutually agreed upon and approved activities performed by the person assigned that require additional time at the District facilities.
- c. *Administrative Fee, Incidental and Unrelated Costs.* In addition to the monetary compensation for the officers described in paragraphs a & b above, the District shall pay an Administrative and Vehicle Fee to the County equal to Fifteen (15%) percent of the gross monetary compensation paid to the assigned Officer. Incidental costs to include equipment, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO/SPO that is not related to the interest of the District will not be considered time worked as an SRO/SPO or reimbursed by District. Any expenses or financial obligations made by an SRO/SPO without the prior approval of the District will become the responsibility of the Sheriff.
- d. *Billing & Payment.* The District agrees to pay the Sheriff on a monthly basis upon presentation of an Invoice listing the Contract number, name and any necessary data including the officer assigned, date and times worked, and applicable rates of pay.

5. Sheriff's Responsibilities. The Sheriff further agrees as follows:

- a. To assign a person to provide SRO/SPO services full time during the school year who:
 - i. Possesses a minimum of 40 hours of specialized SRO/SPO training, except for a temporary substitute not exceeding two weeks, or unless otherwise agreed by the parties;
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
 - An ability to relate to youth, especially the “at risk” and “special needs” populations;
 - A working knowledge of social services providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth; and

- iv. Meets all education and experience requirements set forth by Herkimer County and New York State.
- b. To ensure the person assigned or their substitute spends, at minimum, an average of 30 hours per week, on-site at the Herkimer Central School building in Herkimer, NY between September and June when school is in session.
- c. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- d. To submit timely vouchers to the District for services rendered.
- e. To cooperate with the District to implement and operate the SRO/SPO program with the least possible disruption to the educational process.
- f. To cooperate with the Superintendent in the selection of officers to serve at the District, and to act swiftly in the event the Superintendent requests removal of an officer from the school.
- g. To ensure that the officer(s) assigned under this agreement become(s) familiar with the laws concerning reporting of harassment, bullying, and child abuse/neglect with regard to schools and students, and reports such conduct when appropriate or required.

6. District's Responsibilities.

The District's responsibilities under this program include:

- a. To implement the SRO/SPO program in accordance with guidelines established herein by the parties, and applicable laws, rules and regulations.
- b. To designate an employee as the School Representative contact through which day to day business will be conducted with SRO/SPO.
- c. To provide the SRO with full access to school facilities, personnel and students.
- d. To ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO/SPO on campus.
- e. To provide time and appropriate space for the SRO/SPO to conduct approved staff, student and parent training.
- f. To provide space for the SRO/SPO to store instructional materials and perform necessary tasks directly related to the SRO/SPO program.
- g. To provide the SRO/SPO with copies of District policies, codes, rules and procedures, safety plans, and other information he or she may need or request in connection with service to the District students, staff or parents.
- h. To evaluate the program and administer an annual assessment of the program, and to inform the Sheriff of the results.
- i. To make observations, recommendations, and program adjustments as appropriate, and keep the Sheriff or his designee updated on the progress of the program.
- j. To cooperate with the Sheriff in the selection of officers to serve at the District.
- k. To provide timely payment upon receipt of complete invoices with supporting documentation.
- l. To assure that the officer(s) assigned under this agreement is(are) provided with the school policies and procedures concerning reporting of harassment, bullying, and child abuse/neglect, and informs the officer(s) of the name and contact information of the person to whom reports of such conduct are to be made when appropriate or required.

7. Confidentiality and Disclosure of Records.

- a. *Confidentiality.* The parties agree that all information exchanged is considered confidential and subject to provisions of applicable Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. *Records Disclosure/FERPA.* The Sheriff, the County and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Section 8 of this Agreement contains the terms required by New York Education Law Section 2-D concerning the disclosure of protected personally identifiable student, principal and teacher information from disclosure.
- c. *HIV Related Information.*
 - (i). Non-Discrimination. The Sheriff, the County, the assigned SRO/SPO and any substitute SRO/SPO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection, as indicated from an HIV related test. 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 and in accordance with Part 403 of Title 18 of the NYCRR (NYSDSS) regulations and Section 2782 of the 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."

8. 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 SRO/SPO's. The exclusive purpose for which the referenced PII will be used is the delivery of SRO/SPO services provided under the Agreement. Upon expiration of this Agreement, the HCSO and County must securely destroy or return all PII to the District that remains in the SRO/SPO's, substitute SRO/SPO's, Sheriff's or County's possession.
- b. If PII is disclosed to the SRO/SPO and/or substitute SRO/SPOs by the District for purposes of providing services to the District, the SRO/SPO, HCSO 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. Any officers or employees of the HCSO and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the HCSO to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - A. Without prior written consent of the parent or eligible student; or
 - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
 - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The provisions required by New York State Education Law § 2-d are annexed to this Agreement as Addendum A, and a copy of the District's Parents Bill of Rights are annexed hereto as Appendix B, and will be provided to the SRO/SPO.

9. Resolution of Issues

- a. *Dispute Resolution.* The Parties will first use reasonable efforts to resolve any disputes between them concerning performance, programmatic, or administrative issues by disclosure, negotiation and agreement, prior to effecting termination of this Agreement. The District or Sheriff, as the case may be, must first address the issues in writing to the other Party, and enter into discussions to develop in concert an Action Plan to correct the problems. The Action Plan will include steps to be taken and by who, as well as a timetable for implementation. In the event that the issues cannot be resolved through these steps, the Parties each reserve the right to terminate services and this Agreement as provided in this Agreement.
- b. *Jurisdiction & Venue.* There shall be no right to binding arbitration. Pending final resolution of a dispute, the Parties must proceed diligently with the resolution of the dispute. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information. The exclusive means of disposing of any dispute arising under this Agreement which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Herkimer County, New York.

10. Status of Parties. It is expressly understood and agreed that the legal status of the Sheriff and County, its officers and employees, vis-à-vis the District under this Agreement is that of an independent Contractor, and in no manner shall the SRO/SPO be deemed an employee 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 SRO/SPO, as its employee, would otherwise be entitled by law, including health benefits, and all required insurances for its employees, including worker's compensation, disability and unemployment insurance, 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.

11. Indemnification & Insurance.

- a. *Indemnification by the District.* The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct 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. *Indemnification by the County and Sheriff.* The County and Sheriff agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, either of their agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. *District Insurance.*
 - (1) 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 which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - (2) The District agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
 - (3) The District agrees to have the Sheriff and the County added to said liability insurance policies as additional insureds, to provide the Sheriff and the County with a certificate from said insurance company or companies showing: coverage as herein required, that the Sheriff and County are named as additional insureds,

and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the Sheriff and County of at least thirty (30) days.

- (4) The District shall maintain Worker's Compensation and Unemployment Insurances for its employees in accordance with New York Law. [Note: The District is exempt from the requirement to provide Disability Insurance.]
- d. *The County and Sheriff Insurance.*
 - (1) The County and Sheriff agree that they will (or the County on behalf of the Sheriff will), at their own expense, at all times during the term of this agreement, maintain in force a policy of insurance appropriate for law enforcement operations which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - (2) The County and Sheriff agree that they will (or the County on behalf of the Sheriff will), at their own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
 - (3) The County agrees to have the District added to said insurance policies as an additional insured, and to provide the District with a certificate from said insurance company or companies showing: coverage as herein required, that the District is named as an additional insured, and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the District of at least thirty (30) days.
 - (4) The Sheriff and County shall maintain Worker's Compensation, Unemployment and Disability Insurances in accordance with New York Law for their employees.
- e. *All Insurances.* All insurance carriers providing the above coverages for the Parties must be licensed to do so in New York State, and rated no lower than "B+" by the most recent Best's Key Rating Guide, or must be otherwise acceptable to the other Parties. Whenever a Party, its officers, employees and agents must be named as Additional Insured, it shall be on a primary and non-contributory basis under all policies in connection with the services being rendered under this Agreement.

12. Suspension of Work.

- a. 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 Sheriff 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, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the Sheriff shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

- b. 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 HCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- c. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

13. Notices. All notices to the County should be sent to:
Herkimer County Attorney
109 Mary St
Suite 1320
Herkimer, NY 13350

With a copy sent to the Sheriff at:
Herkimer County Sheriff's Office
320 North Main Street
Herkimer, NY 13350

All notices to the District should be sent to:
Herkimer Central School District
Attention: Superintendent Kathleen Carney
801 West German St
Herkimer, NY 13350

14. Advice of Counsel: Each Party acknowledges that, in executing this Agreement, it has had the opportunity to seek the advice of its own legal counsel, and has read and understood all of the terms and provisions of this Agreement.
15. Assignment: No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the advance written consent of all other Parties.
16. Governing Law. This 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.
17. 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.

18. 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, Addendum A (New York Education Law § 2-d), Addendum B (Parents' Bill of Rights for Data Privacy and Security), and Exhibit A (Standard Herkimer County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.
19. 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 Sheriff cannot promise or guarantee crime prevention, safety or security.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument, and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument. A counterpart of this agreement signed and transmitted by facsimile or other electronic means shall be treated as an original, executed document.
21. No Discrimination. Neither party shall discriminate against any employee, officer, student, parent, or other person on school grounds because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in any activities or services provided in, for, or under this agreement.

[Remainder of page left blank intentionally. Signatures on next page.]

IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement. Notwithstanding the dates of actual execution hereof, this agreement shall be effective on the first day of the term specified in Section 2 herein.

For Herkimer County:

Peter J. Campione, Chairman
Herkimer County Legislature

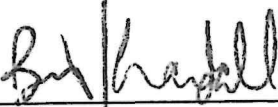
Date

For the Herkimer County Sheriff's Office:

Scott Scherer
Herkimer County Sheriff

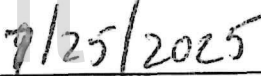
Date

For Herkimer Central School District



Board President
Herkimer Central School District
Brian Crandall
Approved as to Form

Date



7/25/2025

Herkimer County Attorney

[Acknowledgments on next page.]

Draft

SRO Agreement – Herkimer County Sheriff and Herkimer Central School District
SCHEDULE A

Officers provided by the Sheriff to serve as SRO/SPO, shall have and perform the following duties:

1. Provide generally for the security safety of all students, staff and visitors;
2. Protect school property and maintain order in and around the school site;
3. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, as well as provide education to students and/or staff by way of presentations and consultations;
4. Under the supervision of the Principal or designee, investigate crimes and incidents occurring on, and in the vicinity of, school grounds and provide the appropriate documentation for such investigations;
5. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures, and only initiate a detention or arrest of a student on campus in cases where there is risk of serious injury, risk to life, or risk of significant destruction of District property, or unless otherwise approved by the Superintendent or their designee;
6. Enforce New York State laws, rules and regulations;
7. Act as liaison with police and fire officials;
8. Advise school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
9. If proper equipment is available, screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
10. Become familiar with all hidden recesses in the building and check them periodically;
11. Become familiar with the Student Code of Conduct, including prohibited items such as cell phones, tobacco & e-cigarettes, wearing of hats, etc., and assist District staff when requested to enforce the provisions of the Code of Conduct and/or seize prohibited items. Any student violations of the Code of Conduct must be immediately reported to District administration so the District may take appropriate disciplinary measures. SROs shall not act as school disciplinarians;
12. Become familiar with the policies and procedures of the Herkimer County Central School District, and comply with those policies generally applicable to District staff;
13. Maintain post integrity, be visible at all times, and refrain from unnecessary, non-professional fraternization with other officers/employees;
14. Report for duty in a timely manner, and if unable to work, give prior notification to the District and the Sheriff to ensure that a substitute or other arrangements have been made to maintain a uniform presence by the Sheriff's Office at the District;
15. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status;
16. Act as a mentor to students by maintaining an appropriate relationship while attempting to develop a rapport with students;
17. Develop a common working relationship with the staff of the District;
18. Report directly to the Principal or the Superintendent's designee while on duty at the school;
19. When requested and available, participate in meetings with school officials, parents, or the Board of Education to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
20. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the Sheriff;
21. Be subject to all other personnel policies and practices of the HCSO except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;

22. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
23. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

Draft

Contract Addendum A
To Conform To New York State Education Law Section 2-d
(Student Data, Pending Bill of Rights)

The parties to this Contract Addendum are the Herkimer Central School District ("District"), the Herkimer County Sheriff ("Sheriff"), and the County of Herkimer ("County", all three collectively referred to as "Parties").

District is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d), and Sheriff and County are third party contractors, as that term is used in Section 2-d. District and Sheriff are parties to an agreement, dated concurrently with this Addendum ("the Underlying Agreement"), pursuant to which the designated employee of the Sheriff serving as the School Resource Officer/Special Patrol Officer ("SRO/SPO") in performing his duties will receive access to student data regulated by Section 2-d, from District.

The Parties hereby enter into this Contract Addendum to conform the terms of the Underlying Agreement to the requirements of Section 2-d. To the extent that any term of the Underlying Agreement conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

1. As used in this Contract Addendum, the term "student data" means personally identifiable information from student records that the SRO/SPO receives from District, from a participating school district or related educational agency sources.
2. The Parties agree that the confidentiality of student data shall be maintained in accordance with state and federal laws that protect the confidentiality of personally identifiable information.
3. Sheriff agrees that any of its officers or employees, and any officers or employees of any assignee of Sheriff, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data. (Said training may be provided by District or other appropriately qualified source.)
4. The exclusive purpose for which the SRO/SPO is being provided access to personally identifiable information is to carry out the duties of SRO/SPO as set forth in the Underlying Agreement. Student data received by the SRO/SPO, or by any assignee of Sheriff, from District, from a participating school district or related educational agency sources shall not be sold or used for marketing purposes.
5. The SRO/SPO and Sheriff shall ensure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this agreement.

6. This agreement commences on September 1, 2024 and shall run concurrently with the term of the Underlying Agreement, and renewals, extensions or replacements of same. Upon expiration of this agreement without a successor agreement in place, the Sheriff and SRO/SPO shall assist District in exporting, in a usable format and to readable storage, all student data previously received from District or from related educational agency sources, and shall thereafter securely destroy any copy of the data remaining in Sheriff and SRO/SPO's possession. These obligations shall extend to student data provided to Sheriff and SRO/SPO and shared by them with any third party.

7. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the District for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

8. Student data transferred to Sheriff, SRO/SPO or County in electronic format will be stored in electronic memory (servers) owned and maintained by them in the United States. The measures that they will take to protect the privacy and security of student data while it is stored in that manner include, but are not necessarily limited to adherence to their security protocols and policies, use of encryption and other security technology.

9. Sheriff acknowledges that under NY Education Law Section 2-d it and its assignees have the following obligations with respect to any personally identifiable information received from District or related educational agency sources, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract Addendum and the Underlying Agreement :

- a) Sheriff, SRO/SPO and any assignees shall limit internal access to education records to those individuals that are determined to have a legitimate educational interest in those records;
- b) Sheriff, SRO/SPO and any assignees shall not use education records for any purpose other than those explicitly authorized in this Agreement;
- c) Sheriff, SRO/SPO and any assignees shall not disclose any personally identifiable information to a third party who is not an authorized representative of the Sheriff or County using the information to carry out Sheriff's obligations under this Agreement, unless (1) that other third party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- d) Sheriff, SRO/SPO and any assignees shall maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- e) Sheriff, SRO/SPO and any assignees shall use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or

methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2); and

- f) Sheriff, SRO/SPO and any assignees shall notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by the Sheriff or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

10. It is understood that a further Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated or amended by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

For Herkimer County:

Peter J. Campione, Chairman
County Legislature

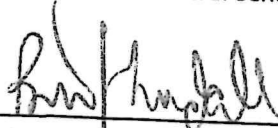
Date

For the Herkimer County Sheriff:

Scott Scherer
Herkimer County Sheriff

Date

For Herkimer Central School District



Brian Crandall
Board President



Date

SCHEDULE B: STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, 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, age, disability, 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 for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, 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 thereof, 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 any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; 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.

PARAGRAPH 5. 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 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. NON-COLLUSIVE BIDDING REQUIREMENT: In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. SET-OFF RIGHTS: The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. RECORD KEEPING REQUIREMENTS: The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly

pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS- CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.

PARAGRAPH 10. INSURANCE PROVISIONS- POLICIES: Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. CONTRACT DISPUTES: Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. INSTALLMENT CONTRACTS: In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. DISPOSAL OF WASTE AND RECYCLABLES: All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. GOVERNING LAW: This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. CONFLICT OF 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 these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014)

Draft

Draft

Appendix 4: Public Health Emergency Plan

Public Health Emergency Plan

This document is written with the current understanding of the state and federal guidelines for operating schools in a pandemic which are always in flux as the science and knowledge changes. The plan does not supersede changes to these guidelines, and the district will adhere to state and federal guidance in place at the time of operation.

This Public Health Emergency Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-Level Emergency Response Plan(s). It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. This plan will be included as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-Level Emergency Response Team.

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan addresses the required components in the sections as noted below:

Prevention/Mitigation

1. A list and description of positions and titles considered essential with justification for that determination.
2. The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.

3. A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

Protection/Preparedness

1. Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Response

1. Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
2. Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
3. Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Prevention/Mitigation

- We will work closely with the Local Health Department (LHD) to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting communicable disease, including Coronavirus, Influenza, etc., and communicating with the Health Department:
 - Report suspected and confirmed cases of influenza on the monthly school's Communicable Disease Report, (DMS-485.7/93; HE-112.4/81) and submit to the LHD
- The LHD will monitor county-wide cases of communicable disease and inform school districts as to appropriate actions.

- The District Superintendent will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district Medical Director and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district technology director will also be an important Team member. The Human Resources Director, Business Official, Facility Director, Food Service Director, Transportation Coordinator, Public Information Officer and Curriculum Director will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan.
- The school district will emphasize hand-washing and cough/sneezing etiquette through educational campaigns including the CDC Germ Stopper Materials; Cover Your Cough Materials; It's a SNAP Toolkit; and the [NSF Scrub Clean](#).
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

(1) Essential Positions/Titles

In the event of a government ordered shutdown, similar to our response to COVID-19 in the spring of 2020, we are now required to consider how we would prepare for future shutdowns that may occur. As part of our planning we are now required to provide information on those positions that would be required to be on-site or in district for us to continue to function as opposed to those positions that could realistically work remotely. The following information will be provided in Appendix C, Essential Employee Worksheets.

(2) Protocols Allowing Non-Essential Employees to Telecommute

Reopening Plan: Technology and Connectivity

Ensure Digital Equity for Employees

Mobile Device Assessments:

- Survey agency departmental staff to determine who will need devices at home to maintain operational functions as well as instructional services
- Conduct a cost analysis of technology device needs

Internet Access Assessments:

- Survey agency departmental staff to determine the availability of viable existing at-home Internet service
- Conduct a cost analysis of Internet access needs

Providing Mobile Devices and Internet Access:

- To the extent practicable, decide upon, develop procurement processes for, order, configure, and distribute, if and when available, appropriate mobile devices to those determined to be in need.
- To the extent practicable and technically possible, decide upon, develop procurement processes for, and when available, provide appropriate Internet bandwidth to those determined to be in need. WIFI hot spots and residential commercial Internet options will be evaluated for anticipated effectiveness in particular situations.

Technology & Connectivity for Students – Mandatory Requirements:

- To the extent possible, have knowledge of the level of access to devices and high-speed broadband all students and teachers have in their places of residence
- To the extent practicable, address the need to provide devices and internet access to students and teachers who currently do not have sufficient access; and
- Provide multiple ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models, especially if all students do not yet have sufficient access to devices and/or high-speed internet.

Mobile Devices Delivery:

Technology offers schools and districts increased options for continuing learning during extended closures. Technology can be leveraged in different ways to meet local needs, including but not limited to:

- Communication (e-mail, phone, online conferencing, social media)
- Teacher/student and student/student interaction (office hours, check-ins, peer collaboration)
- Instruction (video/audio recordings of instruction, instructional materials, synchronous distance learning, asynchronous online courses)
- Learning Materials and Content (digital content, online learning activities)

- Additional Technology Devices Assessments:
 - Identify students' technology needs to include adaptive technologies
 - Use the Asset Tracking Management System procedures to check out all mobile devices
 - If a shutdown happens abruptly, plan a pick-up time and location, and arrange to deliver devices to those who cannot pick them up.
- Providing Multiple Ways for Students to Learn
 - Support instructional programs as needed in preparation of non-digital, alternative ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models in circumstances in which students do not yet have sufficient access to devices and/or high-speed internet

(3) Staggering Work Shifts of Essential Employees – Reducing Overcrowding

Depending on the exact nature of the communicable disease and its impact, Herkimer CSD is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

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

The school district will utilize these base strategies and expand upon them as necessary in order to address any public health emergency. Actual information can be found in Appendix C, Essential Employee Worksheets.

Protection (Preparedness)

We have collaborated with our partners to assure complementary efforts. We have invited representatives from the LHD, Office of Emergency Management, Department of Mental Health and others to attend our District-Wide School Safety Team meetings as needed. This will allow us to send consistent messages to the school community on pandemic related issues.

A District-Wide Command Center and alternate location will be activated at the direction of the School District Incident Commander. We have established our District-Wide Incident Command Structure as follows:

- Superintendent (Incident Commander)
- Elementary Administrator
- Middle- High School Administrator
- Safety Coordinator
- School Resource/Peace Officer
- District Treasurer

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems.

The school district was required to designate a COVID-19 safety coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school's reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or "new normal" levels. A similar position may be required and appointed to deal with future public health emergencies. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding identified public health emergencies and plans implemented by the school.

- Herkimer Elementary School COVID-19 Safety Coordinator/Administrator: Renee Vogt (alternate: Cristi Paragi)
- Herkimer Jr./Sr. High School COVID-19 Safety Coordinator/Administrator: Maria Lindsay (alternate: Nicole Crandall)

Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication

methods may include: websites; emails; special presentations; phones and cell phones, texting; and the public media. The district uses **Parent Square** as its mass notification system. This system allows the district's public information office and administrative team to send messages via email, text and phone to all district staff as well as parents/guardians.

A school district Public Information Officer (PIO) has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Managed IT Department to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available.

Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:

- Overall Operations: We have defined the following decision-making authority for the district: District Superintendent, Business Official, Secretary to the Superintendent/District Clerk. Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will be through our normal phone system, followed by cell phones, e-mail and video conferencing. All personnel tasked with decision-making authority will have access to all forms of communication and will utilize as needed.
- The Business Office is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. We have defined the following job titles for having back-up responsibility in these areas:
 - Business Manager
 - District Treasurer
 - Secretary to the Superintendent/District Clerk

Recognizing the need for job cross-training, we have trained individuals with the following job titles: Business Manager, District Treasurer, and District Clerk on a continual training schedule. We have also established the ability to maintain these essential functions off-site from remote locations as follows: Through VPN and wireless connection we are able to

fully access desktop functions to fully process payroll, accounts payable and purchase orders, as needed. Functions are tested on an annual basis.

- Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the business office informed of such status and of the point at which buildings can no longer be maintained. If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Teachers may be asked to assist in this effort. If necessary, we may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only. Desktops will be misted with the provided disinfectant and left to dry. At no time will products not approved by the school district be utilized.
- Human Resources will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to district policies and procedures to reflect crisis response may become necessary and will be implemented by Human Resources. Human Resources will help develop the Plan, in conjunction with all bargaining units, for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc. Working with administration and local officials, the Human Resources Department will help to decide if schools need to be closed.

Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:

- Hard copy, self-directed lessons
- Online instruction; online resources; online textbooks
- Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings

(4) Obtaining and Storing Personal Protective Equipment (PPE)

PPE and Face Covering Availability

- The school district will provide employees with an acceptable face covering at no cost to the employee and have an adequate supply of coverings in case of replacement.
- Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected with an airborne pathogen (people may be infected but do not have symptoms).
- Cloth face coverings are not surgical masks, respirators, or personal protective equipment.
- Information should be provided to staff and students on proper use, removal, and washing of cloth face coverings.
- Masks are most essential in times when physical distancing is difficult.
- Procurement, other than some very basic preliminary purchases will be done on a consolidated basis to ensure that the Agency is getting the most for its PPE dollars.
- Teach and reinforce use of face coverings among all staff.
- We have encouraged all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to assure they are physically able to do so. Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

PPE Supply Management

The Facilities Department is working with programs to determine the overall PPE needs of the Agency. Centralized purchasing will be used when possible.

Disposable Face Covering Supplies

Group/Quantity per 100 per group

- Students
 - 100 masks per week/Quantity per 100 per group
 - 1200/12 week supply 100% attendance
 - 600/12 week supply 50% attendance

- 300/12 week supply 25% attendance
 - Assumption: 1 disposable mask per week per student (supplements parent provided)
- Teachers/Staff
 - 500/Quantity per 100 per group
 - 6000/12 week supply 100% attendance
 - 3000/12 week supply 50% attendance
 - 1500/12 week supply 25% attendance
 - Assumption: 5 disposable masks per week per teacher
- Nurse/Health Staff
 - 1000/Quantity per 100 per group
 - 12,000/12 week supply 100% attendance
 - 6000/12 week supply 50% attendance
 - 3000/12 week supply 25% attendance
 - Assumption: 10 disposable masks per week per school nurse

Response

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the LHD and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.

- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The District-Wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the

communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.

- The Business Official will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The Business Official will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Facility Director will meet with staff and monitor ability to maintain essential function. The Facility Director will review essential building function procedures with the principal and command chain. Sanitizing procedures will be reviewed with teachers. The Facility Director will work closely with the Business Official or designee to implement different phases of the Plan as necessary.
- The Human Resources Director will meet with staff to review essential functions and responsibilities of back-up personnel. The Human Resources Director will monitor absenteeism to assure maintenance of the Command Structure and possible need to amend existing procedures.
- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.
- If the decision is made to close a school building the school district will notify the NYS Education Department and District Superintendent at Herkimer-Fulton-Hamilton-Otsego BOCES.

(5) Preventing Spread

Confirmed Case Requirements & Protocols

Instructional programs must be prepared for outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. CDC has provided the following decision tree to help schools determine which set of mitigation strategies may be most appropriate for their current situation:

- Emergency Response – Students and staff with symptoms of illness must be sent to the health office. A school nurse (Registered Professional Nurse, RN) is available to assess individuals as chronic conditions may present in similar manner to the pathogen that caused the Public Health Emergency but are neither contagious nor pose a public health threat. Proper PPE will be required anytime a nurse may be in contact with a potential pandemic patient.

- Isolation – Suspected positive cases awaiting transport home by the parent/guardian will be isolated in a room or area separate from others, with a supervising adult present utilizing appropriate PPE. Multiple suspected cases may also be in this isolation room if they can be separated by at least 6 feet. If they cannot be isolated in a separate room from others, facemasks (e.g., cloth or surgical mask) will be provided to the student if the ill person can tolerate wearing it and does not have difficulty breathing, to prevent the possible transmission of the virus to others while waiting for transportation home. Students should be escorted from the isolation area to the parent/guardian. The parent or guardian will be instructed to call their health care provider, or if they do not have a health care provider, to follow up with a local clinic or urgent care center. Other considerations include:
 - Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
 - Opening outside doors and windows to increase air circulation in the area
 - Waiting at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;
 - Clean and disinfect all areas used by the person suspected or confirmed cases, such as offices, classrooms, bathrooms, lockers, and common areas.
 - Once the area has been appropriately cleaned and disinfected it can be reopened for use.
 - Individuals who were not in close or proximate contact to the suspected or confirmed case can return to the area and resume school activities immediately after cleaning and disinfection.
- Notification – The NYS and local health departments will be notified immediately upon being informed of any positive diagnostic test result by an individual in school facilities or on school grounds, including students, faculty, staff and visitors.

CDC and NYSDOH Recommendations

Refer to DOH latest guidance.

Return to School After Illness

Herkimer CSD will comply with current state and federal guidelines in conjunction with local Department of Health guidance and directives from the school physician in regards to quarantines and return to school protocols.

Schools must follow CDC and/or NYSDOH guidance for allowing a student or staff member to return to school after exhibiting symptoms. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) the district will comply with appropriate guidance to determine when the person may return to in-person instruction. General guidelines, subject to change, may be:

- It has been at least ten days since the individual first had symptoms;
- It has been at least three days since the individual has had a fever (without using fever reducing medicine); and
- It has been at least three days since the individual's symptoms improved, including cough and shortness of breath.

The CDC provides specific guidance for individuals who are on home isolation regarding when the isolation may end. The district will comply with current regulations and legal orders.

Staff Absenteeism

- Instructional staff will call into the Absence Management System (formerly known as AESOP) when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- The instructional departments will monitor absenteeism of students and staff, cross train staff, and create a roster of trained back-up staff.

Employee Assistance Program (EAP)

The Human Resources Department will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

Medical Accommodations

The school district will work with staff to make reasonable accommodations whenever possible.

New York State Contact Tracing Program

The district will ensure compliance with the New York State Contact Tracing Program.

To assist the local health department with tracing the transmission of the pathogen, the district has developed and maintained a plan to trace all contacts of exposed individuals in accordance with protocols, training, and tools provided through the New York State Contact Tracing Program.

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

The district may assist with contact tracing by:

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

If someone tests positive for the pathogen, a Contact Tracer may connect them with the support and resources they may need through quarantine, such as help getting groceries or household supplies, child-care, medical care or supplies. The Tracer may work to identify and reach out via phone and text to anyone the positive case has been in contact with while infectious to trace and contain the spread of the pathogen.

People who have come in close contact with someone who is positive may be asked to stay home and limit their contact with others. By staying home during this time, the potential to spread pathogens will be lowered.

Testing, medical and quarantine support for may be arranged as needed and available. Herkimer CSD will not release names or other personal information to anyone. Personal information is strictly confidential and will be treated as a private medical record.

Facilities: Cleaning and Sanitizing

Cleaning removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Visibly soiled surfaces and objects must be cleaned first. If

surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface.

Sanitizing lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.

Routine cleaning of school settings includes:

- Cleaning high contact surfaces that are touched by many different people, such as light switches, handrails and doorknobs/handles
- Dust-and wet-mopping or auto-scrubbing floors
- Vacuuming of entryways and high traffic areas
- Removing trash
- Cleaning restrooms
- Wiping heat and air conditioner vents
- Spot cleaning walls
- Spot cleaning carpets
- Dusting horizontal surfaces and light fixtures
- Cleaning spills

Classroom/Therapy Rooms

The district will provide related service providers with additional cleaning supplies to ensure continuous disinfecting of classrooms and therapy rooms that service students with complex disabilities where multiple tools are used for communication, mobility, and instruction.

Common Areas

Smaller common areas, like kitchenettes and copy room areas, should have staggered use. If users cannot maintain six feet of distance, they shall wear a mask. Signage has been posted in common areas to remind staff of health and safety etiquette.

Disinfecting

- Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.
- Cleaning and disinfection requirements from the Centers for Disease Control and Prevention (CDC) and the Department of Health will be adhered to.
- Custodial logs will be maintained that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.
- Hand hygiene stations will be provided and maintained, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.
- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have contracted the pathogen, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, appropriate cleaning and disinfection supplies will be provided to faculty and staff as approved by Central Administration.
- Additional paper towel dispensers may be installed in other designated spaces.

Upon request, Facilities Services will provide CDC approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between use as much as possible. Examples of frequently touched areas in schools may include:

- Bus seats and handrails.
- Buttons on vending machines and elevators.
- Classroom desks and chairs.
- Door handles and push plates.

- Handles on equipment (e.g., athletic equipment).
- Handrails
- Kitchen and bathroom faucets.
- Light switches.
- Shared desktops.
- Shared telephones.

Hand Sanitizing

- Hand sanitizer dispensers will be located and installed in approved locations.
- Hand sanitizer bottles will be distributed to staff as approved by Central Administration.
- All existing and new alcohol-based hand sanitizer dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS) 2020 Section 5705.5.

Trash removal

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.
- No-touch trash receptacles will be utilized, where possible.

(6) Documenting Precise Hours/Work Locations of Essential Workers

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis. Our plan to track such individuals can be found in Appendix C, Essential Employee Worksheets, page 45.

(7) Emergency Housing for Essential Employees (this is an example)

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees.

Recovery

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.
- Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention.
- The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to de-brief and determine lessons learned. Information from the PIO, Business Office, Human Resources, Facility Director, and Curriculum Supervisor will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.
- Curriculum activities that may address the crisis will be developed and implemented.

Appendix C, Essential Employee Worksheets

In the event of a government ordered shutdown similar to what we experienced in the spring due to Coronavirus, we are now required to have a Plan for future shutdowns that may occur. As part of that Plan we are now required to provide information on those positions that would be required to be on-site or in district for us to continue to function as opposed to those positions that could realistically work remotely. Please provide the information requested below for your department utilizing the following guide:

- Title – a list of positions/titles considered essential (could not work remotely) in the event of a state-ordered reduction of in-person workforce.
- Description – brief description of job function.
- Justification – brief description of critical responsibilities that could not be provided remotely.

- Work Shift – brief description of how the work shifts of those essential employees or contractors (if utilized) will be staggered in order to reduce overcrowding at the worksite.
- Protocol – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

Herkimer Central School District Essential Employee Determination

Title/Description/Justification/Work Shift/Protocol

- Administrators
 - Building Management
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Teachers
 - Student Management
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- LTAs
 - Student Management
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Account clerk/Typist
 - Clerical
 - On-site Responsibilities

- TBD
 - Shifts will be adjusted to minimize density in time and space
- Typist/OAI/OAI
 - Clerical
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Registered Professional Nurse
 - Central Health Services
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Licensed Practical Nurse
 - Central Health Services
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Building Maintenance Mechanic
 - Maintenance
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space

- Custodian
 - Maintenance
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Grounds-man/Senior Custodian
 - Maintenance
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Senior Bus Driver
 - Transportation
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Bus Mechanic
 - Transportation
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Bus Mechanic/Driver
 - Transportation
 - On-site Responsibilities

- TBD
 - Shifts will be adjusted to minimize density in time and space
- Cleaner
 - Maintenance
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space
- Micro-Computer/AV Technician Equipment Repair
 - Technology
 - On-site Responsibilities
 - TBD
 - Shifts will be adjusted to minimize density in time and space

Appendix 5: Recovery

Recovery

District Support for Buildings

The district will support the building Emergency Response Teams throughout any emergency by providing needed staff and equipment and coordinating with emergency services personnel. The Post-Incident communication and debriefing will be managed by the superintendent or designee.

Disaster Mental Health Services

The district will assist in coordinating with other area agencies and schools to ensure that adequate school counseling services are available post incident for staff, students and families. The district will debrief after any incident to make modifications to the safety plan as necessary to improve the effectiveness and reliability of the plan.

Emergency Remote Instruction Plan Appendix

Emergency Remote Instruction Plan Appendix

District-Wide School Safety Plan (DWSSP)

Required for the 2023-2024 School Year

Appendix T: 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 Herkimer 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 2025-2026 District-Wide School Safety Plan. Additionally, the plan adheres to guidance set forth in the following Board of Education policies: Code of Conduct (BOE Policy #1005), District-Wide Safety Plans and Building-Level Emergency Response Plans (BOE Policy #5001), Staff Use of Computerized Information Resources (BOE Policy # 5301, Regulation #5301.1), Authorized Use of School Owned Materials and Equipment (BOE Policy # 1002).

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 Herkimer 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 Parent Square/School Tool 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 policy and procedures are followed to ensure computing devices are made available to students or other means by which students will participate in synchronous instruction.

Herkimer Central School District Emergency Closure Remote Learning Plan

Policies

The plan adheres to guidance set forth in the following Board of Education policies: Code of Conduct (BOE Policy #1005), District-Wide Safety Plans and Building-Level Emergency Response Plans (BOE Policy #5001), Staff Use of Computerized Information Resources (BOE Policy # 5301, Regulation #5301.1), Authorized Use of School Owned Materials and Equipment (BOE Policy # 1002).

Internet and Digital Device Access

The school district provides all students in grades K-12 access to a personal computing device (Chromebook or applicable device). 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 K-12 will use Google Meet and/or Google Classroom 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:

Synchronous “Live” Instruction – Using Google Meet 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.

Teachers will make personal connections with all students during scheduled class times via Google Meet/Classroom. 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.

Asynchronous “Flipped” Instruction – Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students’ participation and assignment completion “Flipped Classroom.” These activities may include teacher/student synchronous interactions for a portion of the lesson.

Authentic Independent Instruction – 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 aid 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:

- Mute yourself on Google Meets 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. Workplaces include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable.

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. 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.

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 the "Support for Students with Disabilities During Emergency Closing Virtual Instruction" section below this chart 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.

Support for Students with Disabilities During Emergency Closing Virtual Instruction

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, when providing virtual instruction.

Special education teachers who provide direct/indirect consultant services will initiate outreach to their students' general education teacher(s) to collaborate on instructional modalities and any necessary accommodations or modifications required of assignments or assessments for the day.

Special education teachers who teach resource room, self-contained special classes either content specific or specialized programs, should follow the same guidance and expectations as classroom teachers in regard to pedagogy, content, class meetings, and flexibility.

Licensed teaching assistants are available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.

Related service providers are to provide "tele-therapy" services, to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals in regard to student and teacher work at home, communication, and flexibility and they will use the students' IEPs to determine an appropriate/reasonable level of communication and support.

Documentation Requirements – Special education personnel are expected to document all supports and services provided to students during this time. Document the manner, means, duration of time, follow up efforts, etc. IEP progress monitoring is required to be

collected and reported to parents following the schedule listed on students' IEPs. Medicaid session notes continue to be a requirement for eligible related service providers. Special education teachers/service providers are responsible to hold any virtual professional meetings already scheduled on a day that becomes a virtual instruction day.

NYSED Plan Requirement

- Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction.
- Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity.
- 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.
- A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate.
- 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
- 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.

For school districts such as HCSD that receive foundation aid, districts can estimate the number of instructional hours the school district intends to claim for State aid proposes for

each day spent on remote instruction due to emergency conditions. This provision allows for districts to determine the number of hours per day that the district plans to provide instruction during emergency remote learning.

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.

How many hours of instruction will the district plan to claim for each day of an emergency closure? A HCSD remote instructional day is the same number of instructional hours as an in-person instructional day:

- Grades K-5; The instructional day shall be 6 hours, 30 minutes.
- Grades 6-12; The instructional day should be 6 hours, 43 minutes.

For example, if the school district has three (3) remote instructional days in a school year, then it will claim an estimated total instructional hours for State Aid purposes due to emergency conditions as follows:

1. Grades K-5: 6 hours, 30 minutes (x) 3 days = 19 hours, 30 minutes
2. Grades 6-12: 6 hours, 43 minutes (x) 3 days = 20 hours, 15 minutes

For a district-wide estimated total of 39 hours, 45 minutes

The Superintendent of Schools and the Herkimer Faculty Association acknowledge that professional responsibilities are required for the school day, instructional day, and for periods outside the school day (after school academic programs). Professionals shall exercise their responsibilities during the school day. The schedule will be as follows:

- Elementary and Middle- High School – The School Day for grades Pre K-12 shall begin within the same HFA contractual hours.

It is understood that the school calendar shall include the number of pupil attendance days needed to assure maximum state aid for operating purposes, and if the number of snow days or other authorized school closings should require makeup days to assure maximum state aid, all professionals will be required to work these make up days without additional compensation beyond the annual salary provided by the terms of the HFA agreement.

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 of 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.