Owen D. Young School District

DISTRICT-WIDE SCHOOL SAFETY PLAN

INTRODUCTION

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

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

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

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

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DISTRICT-WIDE SCHOOL SAFETY TEAM

Purpose:

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

Identification of the District-Wide School Safety Team:

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

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

The District-Wide School Safety Team was approved by the Board on July 1, 2026	
MEMBER'S NAME	**TITLE**
Brennan M. Fahey	Superintendent
Christine Tucker	Principal
Fred Seifried	Business Manager
Deb Miller	Assistant to Superintendent
Quendryth Marshall	Board President
Kit Hutchinson	Teacher/President of Teachers Association
Suzanne Giachetti	School Nurse/parent
Rob Walker	Facilities Director
Michael Tasovac	School Resource Officer
Alicia Soper	Counselor

IDENTIFICATION OF THE CHIEF EMERGENCY OFFICER (CEO)

The Chief Emergency Officer (CEO) is a district employee with duties related to school safety and emergency preparedness that include, but are not limited to:

1. **Communication Coordination:** The CEO coordinates communication between school staff, law enforcement, and other first responders during emergencies.

2. **District-Wide School Safety Plan Leadership:** The CEO leads the District-Wide School Safety Team in:

    - Completing and updating the District-Wide School Safety Plan annually by **September 1st**.
    - Coordinating the District-Wide School Safety Plan and Building-Level Emergency Response Plan(s) for each school building.
    - Ensures that all staff members understand the District-Wide School Safety Plan.

3. **Building-Level Plan Oversight:** The CEO ensures that each school building completes and annually updates its Building-Level Emergency Response Plan.

4. **Security Technology:** The CEO assists in selecting security-related technology and developing procedures for its use.

5. **Safety Training Coordination:** The CEO coordinates appropriate safety, security, and emergency training for all district and school staff, including the mandatory annual training on emergency response procedures by **September 15th**.

6. **Drill Coordination:** The CEO ensures that required evacuation and lockdown drills are conducted in all district buildings as mandated by Education Law Section 807.

Chief Emergency Officer (CEO)		
The School District/BOCES has appointed Brennan M Fahey *as the Chief Emergency Officer.*		
Title	*Superintendent*	
Contact Information	Email: bfahey@odycsd.org	Phone: 315-858-0729
The Board appointed Date	07/01/2026	

CONCEPT OF OPERATIONS

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

- **Guiding Principles:** The general protocols outlined in the District-Wide School Safety Plan serve as the foundation for developing and implementing individual Building-Level Emergency Response Plans. The District-Wide School Safety Plan sets the standard operating procedures.

- **Stakeholder Involvement:** Key internal (school staff, etc.) and external (community members, emergency services, etc.) stakeholders were involved in creating and revising the District-Wide School Safety Plan. This ensures that local knowledge and emergency management expertise are incorporated. The district recognizes its role as part of the larger community and the importance of community stakeholder involvement in school safety.

PLAN REVIEW AND PUBLIC COMMENT

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

District-Wide School Safety Plan Review and Adoption:

1. **Periodic/Annual Review:** The District-Wide School Safety Team will maintain the plan throughout the year as well as complete the required annual review of the plan on or before July 1st of each year.

2. **Public Comment Period:** The plan will be available for public comment for at least 30 days before adoption, as required by Commissioner's Regulation 155.17 (e)(3).

3. **Public Hearing:** At least one public hearing must be held to allow for participation from school personnel, parents, students, and other interested parties.

4. **Board of Education Adoption:** The plan must be formally adopted by the Board of Education by September 1st, annually.

5. **Website Posting:** The District-Wide School Safety Plan will be posted to the district website. The URL is verified by October 1st, annually.

6. **Submission to NYSED:** The URL must be submitted to the NYS Education Department within 30 days of adoption, but no later than October 1st of each year on the NYS Education Department Application Business Portal.

Timeline for Adoption of the District-Wide School Safety Plan

TASK	DATE
District-Wide Safety Team Annual Review	06/3/2026
Public Comment Period (including website posting)	From 6/2/2026 through 7/1/2026
Public Hearing	6/8/2026
Approval of the DWSSP by Board of Education	7/1/2026
URL of DWSSP verified ***(by 10/1)***	10/1/2026

Building-Level Emergency Response Plans:

1. **Confidentiality:** Building-Level Emergency Response Plans are **confidential** and are *not* subject to disclosure under Article 6 of the Public Officers Law (Freedom of Information Law) or any other provisions of the law, as per Education Law Section 2801-a.

2. **Distribution to Law Enforcement:** Building-Level Emergency Response Plans will be provided to the New York State Police, County Sheriff's Office, and Local Police Agency(ies) within 30 days of adoption and no later than October 1st of each year. After plans are entered into the NYS Education Department Application Business Portal, NYS Police and local jurisdictions are able to access them via the portal.

RISK REDUCTION/PREVENTION - SCHOOL CLIMATE

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

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

Program Initiatives:

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

The Owen D. Young School District encourages all divisions to develop strategies that support a positive and safe learning environment for students, such as community involvement, mentoring programs, School Resource Officer Program/presentations, Restorative Practices, Character Education, SEL, PBIS, and schedule adjustment to minimize potential for conflicts or altercations.

The Owen D. Young School District's Programs	
Character Education	
School Resource Officer Program	
mentoring programs	

RISK REDUCTION/PREVENTION - SCHOOL SAFETY & BUILDING SECURITY

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

- **Routine Precautions:** All staff are required to immediately report any information or observations that could impact school safety to their principal or supervisor. The policy emphasizes erring on the side of caution and reporting even seemingly minor details.

- **Limited Access:** Each building implements a limited access policy, tailoring it to their specific needs. This generally involves keeping only essential exterior doors unlocked during the school

day and monitoring those doors. All other entrances are secured shortly after the start of the school day. Electronic visitor access control systems are used at primary entrances. Keyless/electronic access systems are used for authorized personnel.

- **Staff Photo Identification Badges:** All employees must wear photo ID badges at all times while on district property.

- **Visitor Policy:** All visitors must report to the main office, sign in, wear a visible name badge, and sign out. Staff are instructed to approach any unannounced visitor without proper identification.

- **Student Sign-Out Procedures:** The district verifies that only authorized individuals sign out students. Staff may require a photo ID and contact a parent/guardian for confirmation.

- **Video Surveillance:** A digital video surveillance system monitors high-use areas and areas of concern.

- **School Safety Assessment:** Regular school safety assessments are conducted to identify potential safety problems.

- **Fire Alarm:** A fire detection alarm system linked to a central monitoring station is in service. Regular testing is conducted.

- **Random Drug/Explosive Sniffing Canine Search:** The district may occasionally conduct canine searches.

- **Vital Educational Agency Information:** The district maintains information on school population, staff numbers, transportation needs, and key official contact information.

- **School Resource Officer/Special Patrol Officer:** The district contracts with local law enforcement agencies for a School Resource Officer (SRO) and/or Special Patrol Officer (SPO) who acts as a liaison between students and staff and handles anonymous reports.
    - Duties, Hiring and Screening Process for Safety/Security Personnel:
        - The district can rely on established past practices. Civil service procedures, in consultation with the district, may define the duties.
        - The district itself can determine the duties, provided they adhere to all relevant federal, state, county, and municipal guidelines.
        - The district is committed to equal opportunity employment, adhering to:
            - The Civil Rights Act of 1964, Public Law 90-202, and/or Section 504 of the Rehabilitation Act of 1973.
        - Hiring processes must comply with all applicable federal, state, county, and municipal laws and guidelines. Qualifications are set by civil service (if applicable) or by the Board of Education. Since July 1, 2001, all newly hired school personnel must submit two sets of fingerprints for background checks, as required by the Schools Against Violence in Education Legislation of 2000.
        - This excerpt does not provide explicit details concerning the required training of hall monitors and other school safety personnel. It does state that the duties will be provided by past practice, civil service, or the district, and that the district must

follow all Federal, State, County and Municipal guidance, so it can be assumed that any training required by that guidance must be followed.

Early Detection of Potentially Violent Behaviors:

The district recognizes the importance of early intervention. Staff professional development includes training on school violence prevention and mental health. Communication strategies are used to deter violence, involving various stakeholders (law enforcement, health professionals, etc.) when appropriate and legally permissible. Information on early detection of potentially violent behaviors is distributed to the school community. Students, parents, and staff are encouraged to report any concerning behaviors. Strategies for improved communication include:

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

Hazard Identification:

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

- **Civil Disturbance:** Bomb threat, intruder, hostage, kidnapping, assault/threat, threat of suicide.
- **Environmental Emergency:** Flood, hazmat, snow/ice, tornado, storm, fire, explosion, gas leak.
- **Building Failure:** System failure, structural failure.
- **Medical Emergency:** Injury/illness (including Cardiac Emergencies), accident, mass illness/epidemic, pandemic.
    - **Cardiac Emergencies:** The Owen D. Young Central School District has developed a Cardiac Emergency Response Plan (CERP) as part of its Building-Level Emergency Response Plan(s). The CERP includes the following information:
        - Designated Cardiac Emergency Response Team,
        - Protocols for AED Placement, Maintenance, and Testing,
        - Coordination with local EMS for specific cardiac event response, and
        - Annual review of the CERP
- **Extreme Heat Condition Days:** Schools are required to incorporate extreme heat conditions into their Building-Level Emergency Response Plans, as of September 1, 2025. Mitigation measures begin at 82 degrees.
- **Transportation:** Schools are required to plan for how to manage transportation resources to safely and efficiently transport students and staff during school incidents and emergencies. This applies to transportation during regular school hours, extracurricular activities, and school-sponsored events.

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

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

D. Construction and Capital Project Safety:

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

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

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

Planning:

- **Multi-Hazard Response:** This involves developing comprehensive plans to address a variety of potential emergencies, including natural disasters, technological incidents, and human-caused threats. It emphasizes a unified approach, ensuring that staff and students are prepared to react effectively regardless of the specific hazard. This strategy aims to create a safer and more resilient school environment by prioritizing proactive planning, training, and consistent practice. A typical response protocol includes:
    - Assess the situation (Incident Commander/Designee)
    - Implement response action
    - Notify parents/guardians
    - Recovery
    - Evaluation

- **Building-Level Emergency Response Plan Planning Protocols:** Building-Level Emergency Response Plans include protocols for bomb threats, hostage takings, intrusions, and kidnappings, including:
    - Identification of decision-makers
    - Plans to safeguard students and staff
    - Transportation procedures
    - Parent & media notification procedures
    - Debriefing procedures

Training (Emergency Response Procedures):

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

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

Emergency Response Procedures (updated for the 2025-2026 School Year):

- **Shelter-in-Place/Shelter:** Used to shelter students and staff inside the building.
- **Hold-in-Place/Hold:** 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.

Drill Requirements and Trauma-Informed Approach:

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

Notification of Drills to Parents/Guardians:

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

- An annual open house presentation on safety procedures
- sending an annual letter home to parents regarding safety protocols, drills, emergency notification system,
- informing HOW & WHEN notification will be provided regarding drills pursuant to changes in NYS law.

Parental notification is *not* required for bus drills.

Announcing Drills:

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

Post-Drill Debriefings:

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

Additional Drills:

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

Full-Scale Exercises:

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

Communication:

- **Law Enforcement Contact:** Quick contact with law enforcement is crucial. Relationships are established through Building-Level Emergency Response Teams (BLERTs), and contact information is documented in the Building-Level Emergency Response Plan. Incident Commanders are authorized to initiate law enforcement contact.

- **Notification Methods:** Notification methods include County Emergency Services, telephone, email, portable radio, NOAA weather radio, website, intercom/PA, local media, and others as needed.

- **Internal Communication:** The district will notify all principals/designees in the event of an emergency.

- **Parent/Guardian Notification:** The district may use County Emergency E911 Centers, other messaging systems, local media, or the website to contact parents/guardians in case of a violent incident or early dismissal.

• Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media in some instances, or by using emergency contact cards provided by parents, which are updated at the beginning of each school year.

Response Protocols:

- **Initial Response:** The Building Incident Commander onsite during an emergency will be responsible to initiate response and contact the Chief Emergency Officer (CEO). The CEO will provide leadership, organize activities and disseminate information (a designated alternate will act in their absence) with the assistance of the Building-Level Emergency Response Team(s).

- **Local Government Assistance:** Contacting Oneida County 911 activates the system for coordinating assistance from county and local agencies (as per Article 2-B of the Executive Law).

- **Responses to Medical Events:** Building-Level Emergency Response Plans detail procedures for responding to Medical Events (including Cardiac Emergencies), may include but are not limited to:

    - Assessing situation
    - Initiating emergency procedures (i.e., first aid, etc.)
    - Contacting emergency responders
    - Utilizing AEDs as needed and if appropriate.

- **Responses to Acts of Violence (Implied/Direct Threats, Including Suicide Threats):** Building-Level Emergency Response Plan(s) detail procedures for responding to threats. Potential actions may include but are not limited to:

    - Following procedures outlined in the Code of Conduct
    - Use staff trained in de-escalation strategies to diffuse the situation.
    - Notifying the Building Principal
    - Assessing threat level with the Superintendent/Designee
    - Contacting law enforcement (if necessary, following MOU)
    - Monitoring and adjusting responses
    - Use of the Building-Level Emergency Response Team

- **Responses to Acts of Violence:** Building-Level Emergency Response Plans detail procedures for responding to violent acts, may include but not limited to:

    - Isolating the area and evacuation (if appropriate)
    - Notification of Principal/Superintendent
    - Initiating emergency response procedures
    - Contacting emergency responders
    - Monitoring and adjusting responses
    - Early dismissal, sheltering, or evacuation procedures
    - Keeping parents/guardians informed

- **Responses to Violence (Reporting, Investigation, Follow-Up, Evaluation, Disciplinary Measures):** Building-Level Emergency Response Plans detail procedures for responding to threats, may include but are not limited to:

- **Reporting:** All violent incidents (including verbal abuse and threats) must be immediately reported and documented. Confidentiality is maintained, and there is no reprisal for reporting.
- **Investigation:** Review incidents to prevent recurrence (not to find fault), focusing on facts, recording information, identifying causes, recommending actions, encouraging follow-up, and considering changes to controls, policies, and procedures.
- **Follow-Up:** The district provides medical and psychological support to affected individuals, ensuring confidentiality and protection from discrimination.
- **Evaluation:** There will be a periodic review of school building security analysis, focusing on potential violent incidents (bomb threats, hostage-taking, etc.) with input from law enforcement.
- **Disciplinary Measures:** The Code of Conduct guides disciplinary actions.
- **Code of Conduct:** The district has a detailed Code of Conduct, communicated to all stakeholders, which is a major part of violence prevention.
- **Emergency Assistance from Local Government:** Contact 911 immediately. Additional support is available from the Sheriff, local police, fire departments, threat assessment teams, and County Emergency Services.
- **Resources Available:** District facilities, vehicles, and equipment are available. The district can also contact the local highway department for heavy equipment.
- **Resource Coordination:** The Incident Command System is used to coordinate resources and manpower.

- **Protective Action Options:** Building-Level Emergency Response Plans include procedures for:

  - School cancellation (Superintendent/Designee)
  - Early dismissal (Superintendent/Designee, parent notification)
  - Emergency evacuation (Principal/Designee, accounting for students/staff, potential off-site relocation)
  - Shelter-in-place (Principal/Designee, provisions for basic needs if extended)
  - Hold-in-place (Principal/Designee)
  - Secure Lockout (Principal/Designee)
  - Lockdown (Principal/Designee)

- **Terrorist Threats & Activities:** The Principal will follow NYS Homeland Security recommendations based on the declared alert level.

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

RECOVERY

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

District Support for Buildings:

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

Disaster Mental Health Services:

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

COMMUNICABLE DISEASE - PANDEMIC PLAN

This section addresses the protocols and procedures for responding to a communicable disease outbreak or pandemic, as mandated by Labor Law §27-c and Education Law §2801-a. It is designed to ensure the safety and well-being of students, staff, and the community, while maintaining continuity of educational operations to the greatest extent possible. This plan is built upon the existing framework of the DWSSP and Building-Level Emergency Response Plans (BLERPs), and will be regularly reviewed and updated in collaboration with public health authorities.

Prevention/Mitigation

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

Human Resources Essential Positions

NAME	ROLL, SKILL, OR ASSIGNMENT
Brennan M. Fahey	Chief Executive
Christine Tucker	Principal
Suzanne Giachetti	Registered Nurse
Alicia Soper	Student Intervention
Denise Snell-Hayes	Assist Special Needs Students
Deb Miller	911, Parent, Media Facilitator
Tonya Toner	Cafeteria
Fred Seifried	Business Manager
Michael Tasovac	School Resource Officer

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

Protection/Preparedness

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

Disposable Face Covering Supplies					
Group	Quantity per 100 per Group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions
Students	200 Masks per Week	2400	1200	600	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	125	1500	750	375	5 Disposable Masks per Week per Teacher
Nurse/Health Professionals	10	120	60	30	10 Disposable Masks per Week per School Nurse

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Staff	12 Week Supply	Assumptions
Disposable Nitrile Gloves	10	120	10 per Week per Staff
Disposable Gowns	10	120	10 per Week per Staff
Eye Protection	2	n/a	2 Re-usable per Staff
Face Shields	2	n/a	2 Re-usable per Staff
Waste Disposal Medium	1	n/a	1 Unit per Staff Total
N-95 Respirators*	10	120	10 per Week per Staff

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

Response

- **Activation Protocols:**
  - Criteria for activating the pandemic response based on internal monitoring and public health guidance.
  - Notification of the Incident Command Structure and implementation of communication procedures.
- **Spread Prevention and Contact Tracing:**
  - Protocols for preventing the spread of communicable diseases in the workplace.
  - Procedures for documenting hours and work locations of essential workers.
  - Coordination with local health authorities for contact tracing.

- **Disinfection and Cleaning:**
  - Cleaning and disinfection protocols for workspaces and common areas.
  - Procedures for handling confirmed cases of illness.
  - Return to school guidelines.
- **Employee Support:**
  - Employee assistance program and medical accommodations.
- **Emergency Housing:**
  - Pre-identified local housing options for essential employees, if needed.

Recovery

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

EMERGENCY REMOTE INSTRUCTION PLAN

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 Owen D. Young CSD 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 2023-2024 District-Wide School Safety Plan.

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 Owen D. Young CS 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 district's SchoolTool database. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

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

District 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.

OWEN D. YOUNG CENTRAL SCHOOL DISTRICT

EMERGENCY CLOSURE REMOTE LEARNING PLAN

POLICIES	The plan adheres to guidance set forth in the following Board of Education policies: AR 5153.1 Emergency Regulation Regarding Student Registration and Attendance; AR 8330.3 Staff Use of District Technology and Student Use of District Technology; 5300 Code of Conduct; 5300.25 Student Dress Code].
INTERNET AND DIGITAL DEVICE ACCESS	The school district provides all students in grades K-12 access to a personal computing device of a Chromebook or laptop. 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 DOCS as their primary instructional platform.

	Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach **may include a combination of:** **<u>Synchronous "Live" Instruction</u>** - Using Google Meet 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. 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.*** **<u>Asynchronous "Flipped" Instruction</u>** - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion (i.e. "Flipped Classroom"). These activities may include teacher/student synchronous interactions for a portion of the lesson. **<u>Authentic Independent Instruction</u>** - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.

STUDENT EXPECTATIONS	All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.
	
	• All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Google Meets:
	  ○ Mute yourself on 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. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable. • Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms. If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.
DAILY SCHEDULE	The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters. MS and HS teachers must be available for academic support during scheduled classes, study halls and Academic Labs.
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.
NON- INSTRUCTIONAL SERVICES • **TRANSPORTATION** • **FOOD SERVICE** • **MAINTENANCE** • **CUSTODIAL** • **CLERICAL/ ADMINISTRATIVE SUPPORT**	When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.

NYSED Plan Requirements

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

INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS

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

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

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

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

For example,

1. Grades K-5: 6 hours
2. Grades 6-8: 6 hours
3. Grades 9-12: 6 hours

TRANSPORTATION

When a school district is in remote session, pupil transportation must be provided to students attending religious and independent schools, charter schools or students whose individualized education program (IEP) have placed them out of district. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation for students attending school outside of the district. Decisions not to transport will be based on real-time information relevant to the safety of students, staff and vehicles. The Owen D. Young School District will work with associated religious and independent schools as these situations arise to ensure student safety and access to their education.

REPORTING

IMMEDIATELY

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

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

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

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

ANNUALLY BY JUNE 30TH

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

END OF THE SCHOOL YEAR

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

the State Aid Management System, and certifies this at the time NYSED's *Form A* is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to

NYSED:

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

BOARD OF EDUCATION APPROVAL

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

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 regards to pedagogy, content, class meetings, and flexibility.

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.

SCHOOL SECURITY/SCHOOL RESOURCE OFFICER SERVICES CONTRACT

Cardiac Emergency Response Annex

All staff know where Automatic External Defibrillators (AEDs) are located and how to call for help. AED cases should contain supplies for first responders including gloves, CPR barrier device, and scissors. Staff outside or off school property should always carry communication devices and emergency contact information for assistance.

Warning signs or signs of a Sudden Cardiac Arrest (SCA) or similar life-threatening emergency:

- Racing heart, palpitations, or irregular heartbeat
- Dizziness, lightheadedness, or extreme fatigue with exercise
- Chest pain or discomfort with exercise
- Excessive shortness of breath during exercise
- Excessive unexpected fatigue during or after exercise
- History of recurrent fainting or unusual seizures
- Sudden collapse or "passes out"
- Not responsive
- Abnormal breathing
- No pulse

Steps to take in school building, on school grounds, or at athletic events

1. **Ensure scene safety**
   - Survey the area to protect victim, yourself, and anyone else nearby (e.g., remove victim from water or unstable surface to a stable level surface, cease athletic play, move bystanders from area etc.)
2. **Shout for help. If alone, call for Emergency Medical Services (EMS) via 911 or in accordance with district policy and obtain Automatic External Defibrillator (AED)**
   - Follow 911 emergency dispatcher's instructions.
   - Call for any Certified Cardiopulmonary Resuscitation (CPR)/Automatic External Defibrillator (AED) school personnel and notify administration or designee*.
3. **CPR by CPR/AED certified school personnel**
   - Check for breathing- if none or person gasping begin CPR immediately.
4. **Defibrillation by CPR/AED certified school personnel**
   - Use an AED to restore the heart to its normal rhythm.
5. **EMS assumes lead upon arrival.**
   - If a student is the person needing care, school administration or designee should accompany the student to the hospital until the parent/guardian arrives.
   - Be prepared to download the school's AED data onto flash drive to provide to EMS to give to the emergency department's physician.
6. **School administration or designee notifies**
   - parent/guardian or staff member's emergency contact in accordance with district policy.
7. **Document**
   - In accordance with district policy, document event including observations, all steps taken and by whom, who was notified, and information reported to EMS.
8. **Hold a post event debriefing**

***Emergency contact numbers for obtaining help:**

Number to call for help in school building	315-858-0729
Number to call for help on school grounds	315-858-0729
Number to call to notify if SCA occurs at offsite location	315-858-0729
Secondary contact number if primary not available	607-222-0224

CPR/AED Certified School Personnel

Staff Name	Title	Telephone Number	Location	Availability
Brennan Fahey	Superintendent	315-858-0729	Main Office	☑Before School ☑After School ☑School Day ☑Athletic Events ☑School Events ☐Other
Meaghan Gros	PE Teacher	315-858-0729	PE Wing	☐Before School ☐After School ☑School Day ☑Athletic Events ☑School Events ☐Other
Ryan Sharpe	PE Teacher	315-858-0729	PE Wing	☐Before School ☐After School ☑School Day ☑Athletic Events ☑School Events ☐Other
Suzanne Giachetti	Nurse	315-858-0729	Primary Wing	☐Before School ☑After School ☑School Day ☑Athletic Events ☑School Events ☐Other

Automated External Defibrillator (AED) Locations

Note: All AEDs should be clearly labeled and stored in appropriate storage containers, cabinets, or go bags/cases.

Number of AEDs needed inside the building and at each athletic practice and event:

AED Locations[1]:
- Nurses Office: On the wall to left of Nurses entry
- PE Wing: On the wall next to boy's locker room entry

[1] AED locations should be noted on building level emergency response plan required school building map in accordance with Commissioner's regulation 155.17(c)(2)(iii).

AGREEMENT

BETWEEN HERKIMER COUNTY SHERIFF'S OFFICE AND OWEN D. YOUNG CENTRAL SCHOOL DISTRICT

THIS AGREEMENT, by and between Herkimer County, a municipal corporation with its principal offices at 109 Mary Street, Herkimer, New York 13350 hereinafter referred to as "Herkimer County" or the "County," by and through its Herkimer County Sheriff's Office, with offices located at 711 Middleville Road, Herkimer, New York 13350 hereinafter referred to as the "Sheriff's Office," and the Owen D. Young Central School District, hereinafter referred to as the "District," each a "Party" and collectively, the "Parties."

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and the County are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the District wishes to secure the services of a School Resource Officer/Deputy Sheriff/Special Patrol Officer hereinafter referred to as the "Officer" for the designated school year to serve as law enforcement official; and

WHEREAS, the Sheriff's Office, the County and the District wish to enter into an agreement to provide such law enforcement services to the District and the Sheriff's Office has the personnel possessing requisite skills and expertise to provide such services to the District; and

WHEREAS, the Sheriff's Office, the County and the District agree that the Parties' goals are to increase the physical presence of law enforcement within the District's facilities, and to decrease the number of incidents involving outside police intervention at the District facilities, and to increase the sense of safety and order within the school setting;

NOW, THEREFORE, the Parties hereto in consideration of the covenants herein contained do hereby agree as follows:

1. **SCOPE OF SERVICES**: The Herkimer County Sheriff's Office shall provide law enforcement services as set forth in Schedule A. The Sheriff's Office agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to the New York State Education Law and Regulations of the Commissioner of Education.

2. **PAYMENT**: The District agrees to pay the Sheriff's Office the agreed upon cost for allocated hours per officer during the school year. Said amount represents 100% of the

replacement cost to the Sheriff. The payment will cover services performed during normal school hours during the week of each school year while school is in session. Any investigations, arrests, interviews or other mutually agreed upon and approved matters that require additional time at the District facilities over and above the agreed upon hours per day will be provided to the District at an additional charge by the County or the Sheriff in an amount up to **$56.27** per hour. Incidental costs shall include specialized uniforms and ongoing training costs as agreed upon by both Parties and shall be covered by the District. There will also be an Administrative and Vehicle cost based on 15% of the assigned Officers salary; which the District shall pay to the Sheriff's Office upon request.

3. **LOCATION OF SERVICES**: Services shall be provided at the Owen D. Young Central School District facilities located at 2316 State Route 80, Van Hornesville, NY 13475.

4. **TERM AND RENEWAL OF AGREEMENT**: This Agreement shall be in effect upon execution by both Parties and shall continue until June 30, 2027. Either Party may terminate the Agreement upon giving at least thirty (30) calendar days written prior notice to the other Parties. Any extension or renewal of this Agreement shall be authorized by the District's Board of Education and the Sheriff's Office.

5. **PERSONNEL**: The Herkimer County Sheriff's Office agrees that it will provide adequate qualified personnel to furnish the School District with services and activities described in Schedule A in a professional manner.

6. **INDEMNIFICATION**: It is agreed that the School District and the County shall defend and indemnify and hold each other harmless from any and all liability, damage, claims, demands, costs, damages, suits, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions committed by the School District or the County, respectively, except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the other party, its officers, employees or agents.

7. **INSURANCE**: The District agrees it shall maintain comprehensive general liability insurance satisfactory to the County of Herkimer for services rendered at any location. The District shall name the Sheriff's Office as an additional insured under such liability policy using ISO additional insured endorsement CG 20 26 or equivalent.

   The Sheriff's Office shall maintain Excess General Liability and Automobile Liability Insurance satisfactory to the District. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The Sheriff's Office shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

8. **INDEPENDENT CONTRACTOR:** The Sheriff's Office shall be providing services to the School District as an independent contractor, and any and all services performed by the Officer under this Agreement shall be performed in such capacity. The Officer shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The Officer shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the Officer's acts or omissions. As the Officer's employer, the Sheriff's Office shall comply with all Federal, State, and local laws rules and regulations. The Sheriff's Office shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Sheriff's Office or its relationship with the School District. The Sheriff's Office further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to the Parties' nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. The Officer assigned to the School District is under the direct supervision of the command officers of the Sheriff's Office. The School District shall have no ability to control the manner, means, details or methods by which the Officer, Sheriff's Office, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

9. **NON-APPROPRIATION**: Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other Parties. In such event, the School District shall be under no further obligation to the Sheriff's Office other than payment for cost actually incurred prior to termination and in no event will the Sheriff's Office be responsible for any actual or consequential damages as a result of termination.

10. **ASSIGNMENT**: This Agreement may not be assigned by either Party.

11. **WAIVER**: The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.

12. **STANDARD COUNTY CLAUSES**: The Standard County Clauses are attached hereto and marked as Schedule B and made a part hereof.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year written.

DATE: 8/11/26 BY: _____
Owen D. Young Central School District

DATE: 8/14/26 BY: _____
Peter J. Campione, Chairman
Herkimer County Legislature

DATE: 8/11/2026 BY: _____
Scott F. Scherer
Herkimer County Sheriff

SCHEDULE A

1. The Sheriff's Office agrees to assign one Officer to serve in the District according to a schedule established by the initial agreement between the Sheriff and the District. The Officer will wear the uniforms issued by the Herkimer County Sheriff's Office including a side arm and an authorized holster when appropriate.

2. The Officer will be under the supervision of a designated member of the Sheriff's Law Enforcement Division. Such Officer shall coordinate his/her activities at the District with the District Principal or designee.

3. The Officer's duties shall be as follows:

    a. Provide security services for the safety of all students, staff and visitors;

    b. Provide security for school property and maintain order in and around the school site;

    c. Under the supervision of the Sheriff or designee, investigate crimes and incidents occurring on, and in the vicinity of, school grounds and provide the appropriate documentation for such investigations; Sheriff or designee shall report to the Principal; or designee when appropriate.

    d. Report all violations of law, school rules, regulations or policies to school administration;

    e. Enforce New York State laws, rules and regulations;

    f. Act as liaison with other police and fire officials;

    g. If proper equipment is available, screen all persons entering the school building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds;

    h. Become familiar with the Student Code of Conduct and prohibited items designated by the District. Take required action to seize prohibited items.

    i. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.

    j. Report for duty in a timely manner. If unable to work, give prior notification to the District and the Sheriff to make sure that a substitute has been arranged.

    k. When requested by the school superintendent and authorized by the Sheriff, participate in meetings with school officials, and/or the school board to assist in developing policy and procedures concerning school safety.

4. The Sheriff's Office further agrees to:

    a. Provide an Officer who possesses designated training and demonstrates a broad based knowledge regarding youth, social issues and the criminal justice system and an ability to work with various types of youth.

    b. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of times spent on campus.

    c. Submit monthly vouchers to the District for services rendered.

5. The District's responsibilities under this program are as follows:

    a. Implement the Officer's presence in accordance with guidelines established herein by the parties.

    b. Designate an employee as the school representative through which day to day business contact will be conducted with the Officer.

    c. Provide the Officer with full access to school facilities, personnel and students.

    d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the Officer on campus.

    e. Provide space for the Officer to store materials and perform necessary tasks directly related to the specified duties of the Officer.

6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Rights to Privacy Act (FERPA).

7. Search and Seizure Procedures.

    a. The Officer will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The Officer reserves the right to search in cases where the Officer has sufficient legal cause to believe that a student or staff member is armed. The Officer will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

    b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the Officer may observe on the School District's behalf.

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 08 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 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.