



Herkimer-Fulton-Hamilton-Otsego BOCES 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/BOCES with local, county, and state resources.

The District Wide Plan is responsive to the needs of all schools/buildings within the district/BOCES and is consistent with the more detailed Emergency Response Plans required at the building level. Districts/BOCES 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 BOCES and at its schools.

The 2023-2024 HFHO BOCES Safety Plan was available for public comment from July 17, 2023 through August 17, 2023. A Public Hearing was held prior to the August 17, 2023 HFHO BOCES Board of Education meeting, where it was approved.

Section I: General Considerations & Planning Guidelines

A. Purpose

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

B. Identification of School Teams

New York Stated Education Law requires that districts and BOCES identify a number of safety teams, with specific responsibilities.

The HFHO BOCES has a BOCES-Wide School Safety Team consisting of, but not limited to, representatives of the Board, Students, Teachers, Administrators, parent organizations; school safety personnel; and, other school personnel. The BOCES-wide School Safety Team is responsible for the development, review, and update of the District Wide School Safety Plan. The members of the team and their positions/affiliations are as follows:

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Member Name	Title
Cory Pike	Principal, Pathways Academy
Patricia Frank	Supervisor of Special Education
Sheri Perry	Principal of Technical Education
Adam Hutchinson	Supervisor of Safety Services
Tim Johnston	Supervisor of Special Education
Janine Lynch	BOCES Board of Education Member
Robertta Matthews	Director of Special Education & Alternative Education
Dan Parker	Director of Facilities
James Picolla	Asst. Superintendent for Administrative Services
Stephen Coupe	Business Manager
James Schmid*	BOCES Board of Education Member
Sandra Sherwood	District Superintendent
Kati Ferguson	Asst. Superintendent for Instructional Services
*Alternate Member	

Other identified teams include the Emergency Response, Post-Incidence Response Teams, and each building has an identified Threat Assessment Team. The Emergency Response 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 order to return students to learning and sense of normalcy as quickly as appropriate. Threat Assessment Teams are responsible for identifying, evaluating, and addressing threats or potential threats to school safety.

C. Chief Emergency Officer

HFHO BOCES' Board of Education has designated a Chief Emergency Officer (CEO). The CEO is an HFHO BOCES 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 Plan(s) and that all Safety Plans are submitted to New York State in a timely manner, as required by law.

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.

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 Team. Upon the activation of the School Emergency Response Team, the District Superintendent or his/her designee will be notified and, where appropriate, local first responders will also be notified. Emergency response actions, including crisis

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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 BOCES-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 BOCES' Board of Education.

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.

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. HFHO BOCES has implemented initiatives that serve both as prevention and risk reduction strategies.

Program Initiatives

HFHO BOCES 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:

- Behavior Intervention Planning
- Crisis Prevention Institute Training
- Devereux Student Strengths Assessment
- Positive Behavioral Interventions & Supports
- School Intervention Partnership Program
- Stop the Bleed
- TIM Academy Training

HFHO BOCES 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.

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HFHO BOCES is also pursuing certifications to offer Youth Mental Health First Aid Training and Suicide Safety for Teachers, Schools, & Staff to complement its existing initiatives.

Training, Drills, & Exercises

HFHO BOCES will ensure that each division conducts drills and exercises to test the components of their building level plans. Tabletop exercises conducted in coordination, if possible, with local and county level first responders and preparedness officials will be used when live drills are impractical or not sufficient to meet training goals.

As per regulation, four Lockdown drills and eight Evacuation drills will be conducted each school year. Additional drills may be conducted for select response protocols including: Shelter-in-Place, Hold-In-Place, and Lockout.

HFHO BOCES regularly conducts debriefings after incidents in order to review and improve its existing procedures.

Staff Development

Staff training conducted annually, and within 30 days of hiring, through the HFHO BOCES Safety Service Staff and HFHO BOCES' Public School Works online training system; including topics such as:

- Dignity for All Students Act Refresher
- Emergency Procedures Overview
- Mental Health Awareness
- Right to Know
- Sexual Harassment Prevention Awareness
- Violence Prevention

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

Additional Security Implementations include:

- All HFHO BOCES employees are issued photo ID badges that are to be displayed at all times while on HFHO BOCES property to assist visitors, Students, and Staff in identifying employees as well as potential intruders.
- Each division/building will implement a standard procedure of limiting access to their building to the fewest exterior doors as possible.
- A digital video surveillance system is in service at HFHO BOCES to assist in monitoring, deterring and recording activity in high use areas.
- A fob system is in place for access to the buildings from exterior doors.

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- Each division/building has a Visitor Policy in place to record non-Staff members who are present in each building. If an unannounced visitor is observed in the hallways without proper identification, Staff may approach and inquire as to a subject's business or contact the main office.
- A fire detection alarm that is linked to a central monitoring station is in service at all HFHO BOCES facilities. These alarms and fire response procedures are tested regularly and consistently with NYS Education Department regulations.
- HFHO BOCES has negotiated a contract with the Herkimer County Sheriff's Department to have a School Resource Officer stationed at its WEB and Remington Educational Complexes in the 2023-2024 School Year.

Vital Educational Agency Information

HFHO BOCES 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

HFHO BOCES recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors (including suicide). 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, guardians, and/or persons in parental relation to the student, and Staff are encouraged to share information regarding any Student conflicts, threats, or troubling behaviors with the appropriate school Administrator so that an investigation can commence in a timely fashion, if deemed necessary. This communication may extend beyond HFHO BOCES personnel to include law

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enforcement, mental health professionals, etc., when deemed appropriate and with existing legal parameters.

HFHO BOCES and the Sandy Hook Promise Foundation have partnered to apply for a US Dept. of Justice Grant to fund the implementation of Sandy Hook Promise's "Anonymous Reporting System" in order to provide the BOCES community an avenue for anonymously reporting safety issues and concerns.

C. Hazard Identification

The list of sites of potential emergencies include: WEB Complex and site, Remington Educational Complex, Central Administrative Offices, buses, off-site field trips, and sites adjacent to BOCES properties. 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

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, any member of BOCES' Staff should call 911 and notify the Incident Commander, as soon as safely possible.

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

The plans may specify that in the event of an emergency, or impending emergency, HFHO BOCES will notify Students' home districts as means of contacting parents, guardians, and/or persons in parental relation to the student, rather than HFHO BOCES contacting them directly.

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.

HFHO BOCES' 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

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variables, it is impractical to attempt to anticipate the steps needed for a response 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.

In the event that a situation poses a significant enough risk that evacuation of the building and remaining on school grounds is determined to not be adequate, Students and Staff will be evacuated to a pre-determined off-site location and reunification may not take place at a HFHO BOCES or home district site.

Responses to Acts of Violence: Implied or Direct Threats

HFHO BOCES has policies and procedures in place for responding to implied or direct threats of violence from Students, Teachers, other school personnel, as well visitors to HFHO BOCES' facilities (this includes threats against themselves and suicide); 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:

- Use of Staff trained in de-escalation techniques.
- Building Principal informed of implied or direct threat
- Level of threat determined with input from District Superintendent/Designee.
- If necessary, law enforcement will be contacted.
- Monitor situation, adjust response if necessary, and possibly include Emergency Response Team.

Acts of Violence/Crises

HFHO BOCES policies and procedures for responding to acts of violence/crises involving Students, Teachers, other Staff, and visitors to HFHO BOCES' 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:

- Inform Building Principal, appropriate Administrator, and/or Incident Commander.
- Determine level of threat with Superintendent/Designee.
- Isolate immediate area and evacuate, if appropriate and the situation warrants.
- Initiate appropriate Emergency Response and contact first responders, if necessary.
- Monitor situation, adjust response, if necessary, initiate early dismissal, sheltering, or evacuation, if appropriate.

Response Protocols

HFHO BOCES 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:

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- Identification of decision-makers
- Plans to safeguard Students and Staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents, guardians, and/or persons in parental relation to the student, 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 County Sheriff, the NYS Police, local Police and Fire Departments, and Herkimer County Emergency Services. Additionally, HFHO BOCES has arranged for emergency responder access to locked buildings and grounds during emergencies.

Procedures for Obtaining Advice & Assistance from Local Government Officials

See Above

Resources Available for Use in an Emergency

HFHO BOCES resources that may be available during an emergency include all of our facilities at the WEB Complex and Remington and other vehicles and heavy equipment.

Procedures to Coordinate the Use of Resources & Manpower during Emergencies

HFHO BOCES will use the Incident Command System to coordinate the use of resources and manpower during emergencies. Every Administrator at HFHO BOCES is required to take both the ICS 100.c: Intro to Incident Command and ICS 362.a: Multi-Hazard Emergency Planning for Schools courses.

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

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.

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Appendix 1
School Resource Officer Contract

**AGREEMENT BETWEEN
HERKIMER COUNTY, through the HERKIMER COUNTY SHERIFF'S
OFFICE
AND
The HERKIMER-FULTON-HAMILTON-OTSEGO BOCES
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-Fulton-Hamilton-Otsego BOCES**, an educational service agency organized and existing under the laws of the State of New York, having administrative offices at 420 East German Street, Herkimer, NY 13350, hereinafter referred to as "BOCES" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the BOCES wishes to secure the services of an appropriately trained and experienced law enforcement professional to serve as School Resource Officer or 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 BOCES programs particularly those at the Remington Educational Complex in Ilion and the W.E.B. Complex in Herkimer, and

WHEREAS, the Sheriff, the County and the BOCES wish to enter into an agreement to provide school resource officer/special patrol officer, security, law enforcement, and other appropriate related services to the students, staff, and faculty of BOCES, and

WHEREAS, the Sheriff, the County and the BOCES 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 BOCES;
2. To increase the physical presence of law enforcement within the BOCES facilities particularly at the Remington Educational Complex and the W.E.B. Complex in Herkimer;
3. To decrease the number of incidences involving outside police intervention at the BOCES 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 BOCES.

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

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

1. The Provision of a School Resource Officer/Special Patrol 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 Remington Educational Complex in Ilion, NY, and the Herkimer BOCES W.E.B. Complex, 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 BOCES, 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 supervision of a designated member of the Sheriff's Law Enforcement Division, and such SRO/SPO shall coordinate his/her activities at the BOCES with the BOCES' Principals or other person designated by the District Superintendent.
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 July 1, 2023 and will expire on June 30, 2024 (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 reasons other than the funding issues described in Section 12 below upon thirty (30) days written notice to the other Parties at their respective designated addresses. In case of termination of said Agreement, the BOCES 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, 11, 13, 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 BOCES 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/SPO, which are in effect at the time that services are provided, for the time worked at the BOCES. The payment 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 BOCES 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 BOCES beyond the normal 8 hour work day and 40 hour work week, the rate to be paid by BOCES 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 BOCES facilities.
- c. *Administrative Fee, Incidental and Unrelated Costs.* In addition to the monetary compensation for the officers described in paragraphs a & b above, the BOCES 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, marked 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 BOCES will not be considered time worked as an SRO/SPO or reimbursed by BOCES. Any expenses or financial obligations made by an SRO/SPO without the prior approval of the BOCES will become the responsibility of the Sheriff.
- d. *Billing & Payment.* The BOCES 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, dates and times worked, and applicable rates of pay.
- e. *School Closure & Payment Obligations.* All services and agreements for payment contained in this Agreement are subject to revision or suspension at the BOCES' discretion, in the event of a shutdown of BOCES schools (*i.e.* due to COVID-19) where an SRO/SPO's services are not needed or are needed on a reduced or alternate schedule by the BOCES. In such event, the BOCES must provide notice, in writing, as provided in

Sections 12(a) and 13 of this Agreement, in advance of such revision or suspension. If BOCES schools are subject to closure due to COVID-19, the BOCES shall only be required to remit payment to the Sheriff during any period of shutdown due to COVID-19, if the BOCES indicates that there is a continued need for the services of the SRO/SPO, either in full or in part, during the period of school closure or in the event such services cannot be repurposed to another mutually agreeable time. Activity may resume at such time as the BOCES issues a written notice authorizing a resumption of work.

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

- a. To assign a person to provide SRO/SPO services who:
 - i. Possesses a minimum of 40 hours of specialized SRO 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 Remington Educational Complex building in Ilion, NY, the W.E.B. Complex in Herkimer between July and June, and the site of BOCES' Regional Summer School Program 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 BOCES for services rendered.
- e. To cooperate with the BOCES to implement and operate the SRO/SPO program with the least possible disruption to the educational process.
- f. To cooperate with the District Superintendent or designee in the selection of officers to serve at the BOCES, and to act swiftly in the event the District 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. BOCES' Responsibilities.

The BOCES' responsibilities under this program include:

- a. To implement the SRO/SPO program in accordance with guidelines established herein by the parties.
- 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/SPO with full access to school facilities, personnel and students, at his/her assigned building.
- 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 or links to BOCES policies, codes, rules and procedures, and other information he or she may request in connection with service to the BOCES 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 BOCES.
- k. To provide timely payment upon receipt of complete invoices with supporting documentation.

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 BOCES 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/SPOs. 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 BOCES 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 BOCES for purposes of providing services to the BOCES, 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 BOCES:

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, BOCES 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 text of New York State Education Law § 2-d and the BOCES' Parents Bill of Rights, with the Statement of Assurances required by Education Law § 2-d, is annexed to this Agreement as Addendums A & B.

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 BOCES 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 BOCES under this Agreement is that of an

independent Contractor, and in no manner shall the SRO/SPO be deemed an employee of the BOCES. 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 BOCES 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 BOCES.* The BOCES 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 BOCES, 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 BOCES, 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. *BOCES Insurance.*
 - (1) The BOCES 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 BOCES 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 BOCES 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 BOCES shall maintain Worker's Compensation, and Unemployment Insurances for its employees in accordance with New York Law. [Note: The BOCES 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 BOCES added to said insurance policies as an additional insured, and to provide the BOCES with a certificate from said insurance company or companies showing: coverage as herein required, that the BOCES 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 BOCES 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. BOCES, 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 BOCES. 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 BOCES issues a written notice authorizing a resumption of work. See Section 4(e).

- 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 BOCES 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 BOCES 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 BOCES 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 Street
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

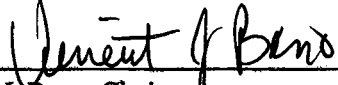
All notices to the BOCES should be sent to:
Herkimer BOCES
Attention: District Superintendent
352 Gros Blvd.
Herkimer, NY 13350

14. Executory Clause: In accordance with Section 41 of the State Finance Law, the BOCES shall have no liability under this contract to the County or Herkimer County Sheriff, or to anyone else beyond funds appropriated and available for this contract. In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the BOCES or to anyone else beyond funds appropriated and available for this contract.

15. 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.
16. Assignment: No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the advance written consent of all other Parties.
17. 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.
18. 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.
19. 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 Schedule B (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.
20. No Special Duty. Nothing in this agreement shall create a special duty to the BOCES or to any third party, including but not limited to employees and students of the BOCES. The Sheriff cannot promise or guarantee crime prevention, safety or security.
21. 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.

IN WITNESS WHEREOF, the County, the Sheriff, and the BOCES 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:




Vincent J. Bono, Chairman
Herkimer County Legislature

Date

7/26/23

For the Herkimer County Sheriff's Office:




Scott Scherer
Herkimer County Sheriff

Date

7/11/2023

For BOCES



Holly S. Puffis
Board President
Herkimer BOCES

Date

7-6-23

Approved as to Form

Lorraine H. Lewandrowski, Esq.
Herkimer County Attorney

[Acknowledgments on next page.]

State of New York)

County of Herkimer) ss:

On the 26th day of July in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Vincent J. Bono personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Jennifer L. Williams
Notary Public

Jennifer L. Williams
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WI6424225
Qualified in Herkimer County
Commission Expires October 25, 2025

State of New York)

County of Herkimer) ss:

On the 1st day of July in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Scott Scherer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Jessica L. Yaletchko
Notary Public

JESSICA L. YALETCHKO
Notary Public, State of New York
Registered in Herkimer County
Commission Expires 01/17/2024

State of New York)

County of Herkimer) ss:

On the 6th day of July in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Holly Pullis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Shawn M. Maxson
Notary Public

SHAWN M. MAXSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6006134
Qualified in Herkimer County
My Commission Expires 04-27-2026

**SRO/SPO Agreement – Herkimer County Sheriff and BOCES
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. Take necessary action to preserve the safety and security of students, faculty and staff. This may require intervention by the SRO/SPO; however, the BOCES acknowledges that student discipline remains the responsibility of BOCES;
6. Report violations of law, school rules, regulations or policies to school administration so that the BOCES administration may take appropriate disciplinary measures, and only initiate a detention of a student on campus in cases where there is risk of serious injury, risk to life, or risk of significant destruction of the BOCES property, or unless otherwise approved by the District Superintendent or their designee;
7. Enforce New York State laws, rules and regulations;
8. Act as liaison with police and fire officials;
9. Advise school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
10. If proper equipment is available, assist in the screening of 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;
11. Become familiar with all hidden recesses in the building and check them periodically;
12. Become familiar with the Student Code of Conduct, particularly with respect to prohibited items such as cell phones, tobacco & e-cigarettes, wearing of hats, etc., and assist BOCES 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 the BOCES so the BOCES may take appropriate disciplinary measures. SRO/SPOs shall not act as school disciplinarians;
13. Enforce all other provisions of the Code of Conduct;
14. Become familiar with the policies and procedures of the BOCES, and comply with those policies generally applicable to BOCES staff;
15. Maintain post integrity, be visible at all times, and refrain from unnecessary, non-professional fraternization with other officers/employees;

16. Report for duty in a timely manner, and if unable to work, give prior notification to the BOCES 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 BOCES;
17. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status;
18. Act in a manner that allows for students to develop a rapport and see law enforcement as positive role models and figures in the community; Develop a common working relationship with the staff of the BOCES;
19. Report directly to the Principal or the District Superintendent's designee while on duty at the school;
20. 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;
21. 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;
22. 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;
23. 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;
24. Present educational programs to students, staff, and stakeholders on mutually agreeable topics pertaining to law enforcement, applicable state and/or federal laws, etc.; and
25. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

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.

SRO/SPO Agreement – Herkimer County Sheriff and BOCES

ADDENDUM A

**Herkimer-Fulton-Hamilton-Otsego BOCES
Education Law 2-d Rider for Agreements with Third Party Contractor**

1. Definitions

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b. **Chief Privacy Officer** means the Chief Privacy Officer appointed by the Commissioner pursuant to Education Law §2-d.
- c. **Commercial or Marketing Purpose** means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.
- d. **Contract or Agreement** means a binding agreement between the BOCES and a third- party, which shall include but not be limited to an agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- e. **BOCES** means Herkimer-Fulton-Hamilton-Otsego BOCES.
- f. **Disclose or Disclosure** mean to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g. **Education Records** means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- h. **Educational Agency** means a school district, board of cooperative educational services (BOCES), school, or the Department.
- i. **Eligible Student** means a student who is eighteen years or older.
- j. **Encryption** means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted 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.

- k. **FERPA** means the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- l. **NIST Cybersecurity Framework** means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 which is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m. **Parent** means a parent, legal guardian, or person in parental relation to a student.
- n. **Personally Identifiable Information ("PII")**, as applied to student data, means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and as applied to teacher and principal data, means personally identifiable information as such term is defined in Education Law §3012-c (10).
- o. **Release** shall have the same meaning as Disclosure or Disclose.
- p. **School** means any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law §3602-e, an approved provider of preschool special education, any other publicly funded pre- kindergarten program, a school serving children in a special act school district as defined in Education Law §4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- q. **Student** means any person attending or seeking to enroll in an educational agency.
- r. **Student Data** means personally identifiable information from the student records of an educational agency.
- s. **Teacher or Principal Data** means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.
- t. **Third-Party Contractor** means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.
- u. **Unauthorized Disclosure or Unauthorized Release** means any disclosure or

release not permitted by federal or State statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

2. Under the Agreement between the BOCES and the Contractor ("Agreement"), the Contractor may receive PII regulated by several New York State and federal laws and regulations, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (15 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 20d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. Contractor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with the foregoing

laws and regulations, and any other applicable New York State and federal laws and regulations, as well as:

- a. The terms and conditions of the contract between the BOCES and the Contractor, including but not limited to the Parents Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents Bill of Rights for Data Privacy and Security, attached hereto and signed by a representative of Contractor and the BOCES; and
3. Applicable BOCES policies, which can be accessed on the District website at:
<http://web2.moboces.org/districtpolicies/?public=herkimerboces>
4. Contractor has no property or licensing rights or claims of ownership to PII, and shall not use PII for any other reason other than to provide the services outlined in the Agreement between the BOCES and the Contractor. The Contractor shall further not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit any other party, employee, subcontractor or other agent of Contractor to do so.
5. Parents, eligible students, teachers, principals, and other staff of BOCES may file a complaint of breach or unauthorized release of PII with the BOCES based on the contract or written agreement with Contractor. All complaints may be filed with District Superintendent of Herkimer BOCES, in writing by email to ssherwood@herkimer-boces.org or by mail, 352 Gros Blvd, Herkimer, NY 13350.
6. The BOCES understands the Contractor may use subcontractors to fulfill its responsibilities under its contract with the BOCES. Contractor shall manage its

relationships with subcontractors, employees, agents, or entities, to ensure the protection of PII consistent with all applicable state and federal law.

Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this 2-d Rider, Contractor shall: notify the BOCES and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this 2-d Rider. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements as set forth herein.

Contractor also agrees and acknowledges that the data protection obligations imposed on it by state and federal law, as well as the terms of the agreement between the BOCES and the Contractor shall apply to any subcontractor it engages in providing its contracted services to the BOCES.

7. Contractor agrees that it will disclose student data and/or teacher or principal data only to those officers, employees, agents, subcontractors, and/or assignees who need access to provide the contracted services. Contractor further agrees that any of its officers, employees, assignees and/or subcontractors, who have access to PII will receive training on the federal and New York State laws and regulations governing confidentiality of such data prior to receiving access to that data.

8. Once the contract between the BOCES and the Contractor is expired and is not being renewed or extended, the Contractor, within thirty (30) days of such expiration date, shall destroy any student

data or teacher or principal data or any other PII it received over the course of the agreement from the BOCES. Redaction is specifically excluded as a means of data destruction. With regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Contractor shall provide the BOCES a written certification of the secure deletion and/or destruction of PII held by the Contractor and/or subcontractors. To the extent Contractor and/or its subcontractors remain in possession of any de-identified data, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

9. Upon request by the BOCES, Contractor shall provide the BOCES with copies of its policies and related procedures that pertain to the protection of PII. It may be made available

in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the BOCES' policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the BOCES. Contractor may provide the BOCES with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

10. Student data and/or teacher or principal data transferred to Contractor will be stored in electronic format on systems maintained by Contractor in a secure data center facility located in the United States, or a data facility maintained by a Board of Cooperative Educational Services. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Contractor use industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.
11. Contractor shall promptly notify the BOCES of any Breach of PII without unreasonable delay no later than seven (7) calendar days after discovery of the Breach. Notifications required under this paragraph must be in writing, given by personal delivery, email transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and contact information for representatives who can assist the BOCES. Notifications requested under this paragraph must be sent to the District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the BOCES shall be subject to civil penalty pursuant to Education Law 2-d. The Breach of certain PII protected by Education Law 2-d may subject the Contractor to additional penalties.

Notifications required under this paragraph must be provided to the District Superintendent at the following address: 352 Gros, Blvd., Herkimer, NY 13350 or ssherwood@herkimer-boces.org.

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the BOCES for the full cost of the BOCES' notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law 2-d and 9 NYCRR Part 121.

The confidentiality and data security obligations of the Contractor under this 2-d Rider shall survive any termination of the Agreement between the BOCES and the Contractor but shall termination upon Contractor's certifying that it has destroyed all PII.

12. Education Law 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the District. To the extent Student Data is held by Contractor pursuant to the Agreement, Contractor shall respond within thirty (30) calendar days to the BOCES' request for access to Student Data so to allow the BOCES to facilitate same to the Parent or Eligible Student. If a Parent or Eligible Student contacts the Contractor directly, the Contractor will refer same to the BOCES.
13. As required by Education Law 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Agreement is included and incorporated in the Agreement between the BOCES and the Contractor. Contractor shall fill-in and/or provide all necessary information for the Parents Bill of Rights for Data Privacy and Security and the supplemental information before the Agreement is executed.
14. In the event of a conflict between and among the terms and conditions of this 2-d Rider, including the Parents Bill of Rights for Data Security and Privacy and the supplemental information incorporated into the Agreement between the BOCES and the Contractor, the terms and conditions of this 2-d Rider shall govern and prevail, shall survive the termination of the Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

**SRO/SPO Agreement Herkimer County and BOCES
Addendum B**

**Parents' Bill of Rights
Herkimer-Fulton-Hamilton-Otsego BOCES**

Parents' Bill of Rights for Data Privacy and Security

The Herkimer-Fulton-Hamilton-Otsego BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our school operations.

The Herkimer-Fulton-Hamilton-Otsego BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Herkimer-Fulton-Hamilton-Otsego BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy Section 7000 Students, Policy #7500, Education Records and Superintendent's Regulations 7500.1 – 7500.5. You may access this Policy from the Herkimer-Fulton-Hamilton-Otsego BOCES website.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NY...> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Supplemental Information About Third Party Contracts

In order to meet 21st century expectations for effective education and efficient operation, the BOCES utilizes several products and services that involve third party contractors receiving access to student data, or principal or teacher data, protected by Section 2-d of the Education Law. The BOCES recognizes that students, parents, and the school community have a legitimate interest in understanding which of the BOCES' vendors receive that data, for what purpose, and under what conditions. The BOCES has undertaken the task of compiling that information, and of insuring that each new contract adequately describes (1) the exclusive purposes for which the data will be used, (2) how the contractor will ensure that any subcontractors it uses will abide by data protection and security requirements, (3) when the contract expires and what happens to the data at that time, (4) if and how an affected party can challenge the accuracy of the data is collected, (5) where the data will be stored, and (6) the security protections taken to ensure the data will be protected, including whether the data will be encrypted.

Education Law Section 2-d and Family Educational Rights and Privacy Act (FERPA)

Education Law Section 2-d: When student data is exchanged between school district, or between school district and a BOCES, that exchange takes place between two "educational agencies." Also, the MORIC staff who access the data are employed by an "educational agency" (Madison-Oneida BOCES). Therefore, no "third party contractor" is involved, and Section 2-d is not applicable.

FERPA: The general rule under FERPA is that a school district or BOCES may not disclose "personally identifiable information" (PII) from a student's education record without prior consent of the student's family. However, there are two exceptions built into FERPA that enable school districts to give each other, and MORIC staff, access to student education records if the appropriate language has been included in the school district's annual FERPA notification

Appendix 2
Public Health Emergency Plan

Public Health Emergency Plan

This Public Health Emergency Plan is built upon the components already existing in our BOCES-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 BOCES-Wide School Safety Plan. The BOCES-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

- (4) 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

- (5) 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

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- individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- (6) 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.
 - (7) 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 **Supervisor of Safety Services** will help coordinate our Pandemic planning and response effort. This person will work closely with the BOCES-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the BOCES-Wide School Safety Plan. The 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 BOCES-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; which can all be accessed at <http://www.cdc.gov/flu/school/>.
- 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.

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(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 is addressed in the table below:

1. **Title** – a list of positions/titles considered essential (**could not work remotely**) in the event of a state-ordered reduction of in-person workforce.
2. **Description** – brief description of job function.
3. **Justification** - brief description of critical responsibilities that could not be provided remotely.
4. **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.
5. **Protocol** – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

The worksheet below has been completed by each department. **Actual information can be found in Appendix C, Essential Employee Worksheets.**

Human Resources Essential Positions (Example Table)				
Title	Description	Justification	Work Shift	Protocol

(2) Protocols Allowing Non-Essential Employees to Telecommute

Access to technology is essential for the successful roll-out of this plan. Herkimer-Fulton-Hamilton-Otsego BOCES (Herkimer BOCES) has been committed to ongoing planning and implementation of district technologies to ensure equitable access for staff and students. The team has initiated plans that are mindful of student home access to reliable internet and computers.

1. Herkimer BOCES and component school districts will continue to assess the ongoing needs of our families for technology and connectivity (survey, interviews, school outreach, etc.) In the event, students and/or teachers do not have access, the home district will take the necessary steps to meet their needs where plausible.

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2. Herkimer BOCES has an inventory of equipment and other assets. We record and track which students, families, and staff have BOCES' assets in their possession.
3. Herkimer BOCES procures, manages and/or maintains hardware, software, licenses, learning management systems, etc. to support and improve virtual instruction and student engagement.
4. Herkimer BOCES identifies professional learning needs for teachers and continues to support their development of skills and pedagogy in a virtual learning environment.
5. Herkimer BOCES is developing a "Helpdesk" system for parents, students, and teachers to report technical issues that might be experienced during remote learning. We communicate protocols to these stakeholders to inform them in advance of how to gain assistance when they need it.

Herkimer BOCES will provide all students with access to learning materials and resources in multiple formats, wherever possible. Further, Herkimer BOCES will support teachers through professional development and coaching on pedagogical methods that enable students to participate in multiple ways, so that they can demonstrate mastery of Learning Standards in remote or blended models through the use of both synchronous (i.e., Google Meet, Zoom, or other web conferencing tool) and asynchronous technologies (i.e., Google Classroom or other LMS).

In the event students do not have sufficient access to devices and/or high-speed internet, Herkimer BOCES in collaboration with its component school districts will provide the students with alternate methods to access materials and instruction, i.e., pick up materials at school, drop off materials to students' homes, etc. Herkimer BOCES in collaboration with its component school districts will also schedule opportunities to connect with families to educate them on how to use the technologies and connect to the instructional activities.

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:

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- 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 BOCES 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 on the 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 BOCES-wide School Safety Team meetings as needed. This will allow us to send consistent messages to the school community on pandemic related issues.

- Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will

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complement and work in concert with the Federal, State, and Local Command Systems.

- HFHO BOCES will designate a Pandemic Safety Coordinator (administrator), 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. The coordinator shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding public health emergencies and plans implemented by the school.

Pandemic Safety Coordinator/Administrator	Contact #
Adam Hutchinson	315-867-2028

- 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; letters sent home, emails, social media posts, through the use of the BOCES' "all call" messenger system, and the public media. A school district Public Information Officer (PIO) **Sandra Sherwood** 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 Technology Director 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 –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 hand-held radios, cell phones, e-mail, automated phone notification system.
 - The Business Office located at 420 East German Street in Herkimer, is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. BOCES has continually cross-trained employees at the Business Office to provide back-up should specific employees be unable to complete their essential job functions.
 - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep their supervisor informed of such status and of the point at which buildings

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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 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.
 - In-Person Instruction
 1. Our students in Special Education, Alternative Education, and VP-Tech will receive daily instruction from their classroom teachers while incorporating specialty areas within the classroom to minimize movement of students throughout the school day. This potentially means having students eat lunch in their classroom instead of the cafeteria and eliminating assemblies, field trips and other large-group activities. Whenever possible students will utilize outside space for physical education instruction. Our related services providers will consider the practicality of providing therapy services directly within the classroom and make therapeutic decisions for when delivery will be needed within the Therapy Room.
 2. While planning for CTE instruction, whether in-person, remote or hybrid models, Herkimer BOCES has ensured high school Technical Education courses have developed models that ensure NYS learning Standards, applicable industry certification requirements, clinical and work-based learning hours will be met. In addition, all programs will follow NYS/DOH health and safety guidelines and social distancing requirements and specific industry standards applicable to Herkimer County.
 3. Herkimer BOCES is the provider of Pre-K Services for some of our component districts. We will follow the health guidelines that are

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in place and guidance offered by the county health department. Each Pre-K student will have a plan-based screening in the first fifteen days of school and a more comprehensive assessment using approved tools such as the Brigance in the Fall.

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

PPE & Face Covering Availability:

- BOCES will provide employees with an acceptable PPE at no-cost to the employee and have an adequate supply of in case of replacement.
- Procurement, other than some very basic preliminary purchases will be done on a consolidated basis to ensure that BOCES is getting the most for its PPE dollars.
- Teach and reinforce use of PPE among all staff.
- 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

- Herkimer BOCES has a plan for ensuring that an appropriate supply of face coverings is available for its students, faculty, and staff. BOCES is estimating the amount needed during in-person instruction using the NYS Education Department's "PPE Burn Rate Calculator". The calculator recommends one (1) disposable mask per week per student. BOCES is working with NYS to obtain an appropriate supply of face coverings at the best price possible.

Response:

The BOCES-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.

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- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The BOCES-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 BOCES-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 HFHO's Component Districts.**

(5) Preventing Spread, Contact Tracing and Disinfection

Confirmed Illnesses Related to Public Health Emergency

- Close off areas used by a sick person and not use these areas until after cleaning and disinfection has occurred.
- Increase air circulation by opening windows/outside doors.
- BOCES staff will wait as long as possible (ideally 24 hours) and then begin cleaning and disinfection as per Centers of Disease Control guidelines.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- BOCES will cooperate with any and all contact tracing activities coordinated by the Herkimer County Public Health Department. This includes:
 - Notifying the local health department to determine what steps are needed for the school community.
 - Forwarding all appropriate sign-in/sign-out screening logs/contact information/etc. to the Public Health Department.

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BOCES will follow CDC and NYSDOH guidance on how to react to confirmed cases of the illness related to the Public Health Emergency. This may include the following actions; cleaning/disinfecting areas, cooperating with the Herkimer County Public Health Department, and following NYS Department of Health and Centers for Disease Control guidance.

Due to HIPPA protections and NYS Education Department guidelines, BOCES will not notify the community of a positive cases in BOCES programs. Any announcement or notification will come from the Herkimer County Public Health Department.

Return to School After Illness:

Schools must follow CDC guidance for allowing a student or staff member to return to school. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) they can return to school based on that guidance.

- Once there is no fever, without the use of fever reducing medicines, and they have felt well for 24 hours;
- If they have been diagnosed with another condition and have a healthcare provider written note stating that they are clear to return to school.

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.

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Medical Accommodations

Herkimer BOCES will provide accommodation to all students and staff who are at high-risk or live with a person at high risk. Currently, the CDC considers the following to indicators of being at high risk:

- Individuals age 65 or older
- Individuals with the following health conditions:
 - Cancer
 - Chronic kidney disease
 - COPD (chronic obstructive pulmonary disease)
 - Immunocompromised state (weakened immune system) from solid organ transplant
 - Obesity (body mass index of 30 or higher)
 - Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
 - Sickle cell disease
 - Type 2 diabetes mellitus
- Children who are medically complex, who have neurologic, genetic, metabolic conditions, or who have congenital heart disease.

These indicators may change depending on the nature of the public health emergency.

Alternate plans will be created in consultation with the parents and school physician on how to meet the needs of the child at higher risk, while keeping social distancing which may include:

- Additional PPE for staff caring for such students
- Assigning only one staff member to care for the student
- Decreased students in a classroom, alternating schedules, and provision of related services to an individual instead of group setting
- The option for the student to participate in the class remotely for parents/guardians who choose not to send their child back to school.
- Staff who are at high risk or live with a person at high risk will be considered under 504 regulations as well as other possible options specific to the situation

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

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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. 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.

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- 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 a sick individual, 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.
- Changing tables.
- Classroom desks and chairs.
- Door handles and push plates.
- Handles on equipment (e.g., athletic equipment).
- Handrails, ballet barres.
- Dance studio floors.
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Positive Academic Support Solution (PASS) Rooms.
- Related Services Spaces.
- Shared computer or piano keyboards and mice.
- 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.

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- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.

(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 on the attached Essential Employee Worksheets.**

(7) Emergency Housing for Essential Employees

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. However, we may canvass local hotels/motels in order to be prepared for an unanticipated need.

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 and our Component Districts 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 BOCES-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 BOCES-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.

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Essential Employee Worksheet

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:

1. **Title** – a list of positions/titles considered essential (**could not work remotely**) in the event of a state-ordered reduction of in-person workforce.
2. **Description** – brief description of job function.
3. **Justification** - brief description of critical responsibilities that could not be provided remotely.
4. **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.
5. **Protocol** – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

Essential Employee Determination				
Title	Description	Justification	Work Shift	Protocol
Office Assistant I & Office Assistant II	Clerical Support	Physical access to equipment/records, WinCap access, process mailings	7.5-8 hours Between 1-3 days/week depending on program	Work Log submitted to Supervisor
Clerk		Physical access to the equipment in the copy room and records room	7.5-8 hours Between 1-3 days/week	
Secretary II		Process records & payroll, access to WinCap	7.5-8 hours Between 1-2 days/week depending on program	
Network Administrator	Administrative/Technical	Access to equipment in order to maintain BOCES technological infrastructure and administrative duties	7.5 hours/day Up to 2 days/week	
Business Official	Administrative/Financial	Physical access to materials/paperwork, maintain records, reporting management	7.5 hours/day 2 days/week	
All other Coordinators, Supervisors, Principals,	Administrative	Administrative duties, reporting requirements	Up to 8 hours/day	

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Assistant Principals, Directors, & Assistant Superintendents			1 day/week, or as needed by Program	
Building Mechanic	Building Maintenance/Custodial	Maintain health and safety systems of physical plant	7.5 hours/day Up to 5 days/week, staggered (Dependent upon snow removal)	
Building Maintenance Worker				
Director of Facilities II	Building Maintenance/Administrative	Maintain health & safety systems of physical plant, administrative duties		
Sr. Micro Computer Specialist	Information Technology Infrastructure and Technical Support	Access to equipment in order to maintain BOCES technological infrastructure		
Micro Computer Specialist				
Senior Account Clerk	Payroll and purchasing	Physical access to equipment/records, WinCap access	7.5 hours/day Up to 2 days/week, staggered	
Account Clerk	Payroll and purchasing, Financial Aid, Clerical Support	Physical access to equipment/records, WinCap access	7.5 hours/day 1-2 days/week depending on program, staggered	
Teacher/School Nurses	Educational/Support	Potential connectivity issues at home (unable to provide remote instruction outside of building)	7 hours/day 3-5 days/week depending on program	
School Counselor	Student Support		6.5 hours/day Up to 5 days/week	

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Appendix 3
Remote Instruction Plan

Emergency Remote Instruction Plan
Appendix
2023-2024 School Year

INTRODUCTION

The Herkimer-Fulton-Hamilton-Otsego (HFHO) BOCES 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 the New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District Wide School Safety Plan. Additionally, the plan adheres to the guidelines outlined in the following Board of Education policies: Policy 5301, Purpose, Use, and Administration of Digital Information Systems, and Regulation 5301.2 Computer Take Home Procedures, Rules, Agreements, and Regulation 5301.1 Acceptable Use Agreement for Internet and Other Electronic Resources. In addition, Policy 0015 Diversity, Equity, and Inclusion in Public Education and Policy 1005 Code of Conduct will also be adhered to in the event of emergency remote instruction.

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 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 hour's 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 to amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This allows the public to provide feedback on such remote instruction plans before 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 were 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 occurs 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 an infectious 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 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 a teacher's direct presence (remote or in-person) in real-time. During remote instruction, students and teachers use technology to attend together from different locations. Asynchronous instruction is self-directed learning in that students engage in learning without a teacher's direct presence (remote or in-person). Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is preferred, whereas asynchronous instruction is considered supplementary instruction.

ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS/DEVICES)

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED annually 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.

The HFHO BOCES 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 has provided information on internet access and computer accessibility. All survey information is stored and available in the SchoolTool database. When students do not have internet access, BOCES works with the families and their home districts to develop a plan to provide instructional materials for them and a process for recording attendance and grading. The home district works with the community to provide additional locations to families where internet can be accessed.

HFHO BOCES will ensure that computing devices will be made available to students by providing individually assigned Chromebooks to all students whose home district cannot provide an individually assigned digital device and to those who do not have a home device dedicated for their use. Using the data sourced through the administration of the student Digital Resources data collection (SDRDC), HFHO BOCES has identified students who do not have a device assigned to them from their home district, who are relying on a family shared device, and who have access to a device within the home dedicated to student use.

Herkimer Fulton Hamilton Otsego BOCES

EMERGENCY CLOSURE REMOTE LEARNING PLAN

POLICIES	<p>The plan adheres to the guidance outlined in the following Board of Education policies: Board of Education policies: Policy 5301, Purpose, Use, and Administration of Digital Information Systems, and Regulation 5301.2 Computer Take Home Procedures, Rules, Agreements, and Regulation 5301.1 Acceptable Use Agreement for Internet and Other Electronic Resources. In addition, Policy 0015 Diversity, Equity, and Inclusion in Public Education and Policy 1005 Code of Conduct will also be adhered to in the event of emergency remote instruction.</p>
INTERNET AND DIGITAL DEVICE ACCESS	<p>The BOCES assures all students in grades K-12 access to a personal computing device. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their devices at home for instruction.</p> <p>The school district participates fully in the SED Digital Access Survey and locally developed surveys to assess how many students have internet access at home.</p> <p>In the event of an emergency, all faculty will create an alternative general activity for students if widespread power outages or other disruptions to connectivity occur, preventing the synchronous connection. If students lose connectivity, they are expected to complete the alternate assignment provided.</p>

<p>PEDAGOGY</p>	<p>All teachers in grades K-12 will use Google Classroom as their primary instructional platform.</p> <p>Several BOCES-provided instructional technology software programs are available to support instruction, as well as a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing various delivery methods that best suit their course, grade level, and teaching style.</p> <p>The instructional approach may include a combination of: Synchronous “Live” Instruction - Using Google Classroom and 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 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 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.</p> <p>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. These activities may include teacher/student synchronous interactions for a portion of the lesson.</p> <p>Authentic Independent Instruction - Teachers will engage students in high-quality learning activities using various methods. These activities must engage students in the learning process. Teachers will assist students in this mode of instruction through the asynchronous and synchronous methods outlined above.</p>
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STUDENT EXPECTATIONS	<p>All students will receive information on accessing 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.</p> <p>All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Google Classroom:</p> <ul style="list-style-type: none"> • 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. Workplaces 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. <p>If any circumstances prevent 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.</p>
DAILY SCHEDULE	<p>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 times. The instructional delivery method will vary to facilitate appropriate screen time per age level within these parameters.</p>
COMMUNICATION PROTOCOL: INTERVENTION	<p>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 emails, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.</p>

SPECIAL SERVICES	<p>School districts must implement supports, services, and accommodations, as indicated in students' IEPs or 504 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.</p> <p>HFHO BOCES will continue to provide a free appropriate public education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those providing special education and services, whether services are provided in-person, remote, and/or through a hybrid model. All students with disabilities (SWD) will receive the educational and related services documented on their IEPs to the greatest extent possible. Programs and services will continue to be documented through Clear Track session notes and quarterly progress notes. Teachers will keep attendance records and continue communicating with parents by phone, email, or communication app (grade level dependent). Students at HFHO BOCES will be provided with the technology and resources to address their specific learning needs.</p> <p>HFHO BOCES recognized making every effort possible to provide required special education programs, and services is the most effective way to mitigate the need to provide compensatory services in the future. HFHO BOCES school personnel and parents will work collaboratively and creatively to ensure an understanding of the efforts to provide services consistent with the recommendations on the IEP and monitor student progress. Providers will communicate with parents in their preferred language or mode of communication and will document their outreach efforts.</p> <p>In the event of an emergency:</p> <p>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.</p> <p>Special education teachers who teach resource room, self-contained special classes, either content-specific or specialized programs, will follow the same guidelines and expectations as classroom teachers regarding pedagogy,</p>
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	<p>content, class meetings, and flexibility.</p> <p>Teaching assistants will be available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.</p> <p>Related service providers will provide “teletherapy” services to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals regarding 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.</p>
<p>NON- INSTRUCTIONAL SERVICES</p> <ul style="list-style-type: none"> • TRANSPORTATION • FOOD SERVICE • MAINTENANCE • CUSTODIAL • CLERICAL/ ADMINISTRATIVE SUPPORT 	<p>When a school district is in the remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise.</p> <p>If the change to remote instruction is due to snow or another weather emergency, such change will likely impact transportation and other critical services.</p> <p>Decisions on 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 safely and efficiently.</p>

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) has placed them out of the district. If the change to remote instruction is due to snow or other weather emergency, such change will likely impact transportation for students attending school outside of the district. Decisions not to transport need to be based on real-time information relevant to the safety of students, staff, and vehicles. As a BOCES, we will work closely with our school district partners to ensure continuity of education while ensuring that transportation can be provided in a safe and efficient manner.

REPORTING

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 the 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. All reasons for building closures will be reported immediately but no later than June 30th, annually.

The BOCES District 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 6/30.

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 when 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, HFHO BOCES Board of Education shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) before adoption. The plan must be adopted as part of the District Wide School Safety Plan annually before September 1st and will be posted on the HFHO BOCES website.