

PROJECT SAVE

(Safe Schools Against Violence In Education)

BOCES SCHOOL SAFETY PLAN

INTRODUCTION

This BOCES School Safety Plan is designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination with local and county resources in the event of such incidents or emergencies. The plan is consistent with the more detailed emergency response plans required at the campus school building level.

SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

Purpose

The Madison-Oneida BOCES School Safety Plan was developed pursuant to Commissioner's Regulation 155.17.

A. Identification of School Teams

The BOCES has created a School Safety Team including the following persons:

Position	2023 - 2024 Membership
Board of Education Representative	Doug Gustin
Administration Representatives	Lisa Decker, Dr. Matthew Williams, Owen Maranville, Molly LiBritz, Brenda Wolak, Amanda Hopkins
Teacher Representatives	Alodie Boyson
Parent Representatives	Alodie Boyson
Student Representatives	Elaina French
School Safety Personnel	Jack Angrisano, School Resource Officer
Campus Personnel	Todd VanDresar, Sapna Kollali, Claudia Servadio-Coyne
Teacher Union Rep	Julie Moolenschot
Teacher Aide Union Rep	Mary Mennig
CSEA Rep	Ron Tarry
Instruction Professionals Union Rep	James Weaver

B. Concept of Operations

- The BOCES School Safety Plan shall be directly linked to the individual Building-level Emergency Response Plans for each campus school building. This BOCES campus School Safety Plan will guide the development and implementation of individual building-level emergency response plans. Copies of confidential building-level plans will be maintained by the BOCES district office.
- In addition, the Adult Education off-campus program buildings will maintain emergency plans appropriate for the adult population they serve.
- BOCES programs housed in component school districts will follow the emergency plan of that host district.

- This Plan has been developed using the New York State Education guidance document. It has been reviewed and revised by members of the BOCES-wide School Safety Team prior to public comment.
- The District Superintendent or his/her designee will serve as the District Chief Emergency Officer. Responsibilities include: facilitate safety training for school district personnel, ensure the school's building-level emergency response plan is up-to-date each year, make sure drills (evacuation and lock down) occur as per Education Law §807, and aid in policy development and decision-making for security technology.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual campus school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Chief Emergency Officer (District Superintendent of Schools or designee) will be notified and, where appropriate, local emergency officials will also be notified.
- Emergency response actions, including Crisis Response, may be supplemented by involving County and State resources through established protocols.

C. Plan Review and Public Comment

- This plan will be made available for public comment 30 days prior to its adoption. The BOCES and building-level plans may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties.
- While linked to the BOCES 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.
- Full copies of the BOCES 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 annually by October 1st.
- This plan shall be reviewed and maintained by the BOCES School Safety Team and reviewed on an annual basis on or before September 1 of each year. Additionally, if a construction/renovation project is pending, the affected building-level plan will be reviewed to determine if the emergency plan(s) need to be modified. The review will include emergency systems, egress/evacuation procedures, isolation of the work area etc. Training and communication regarding any modifications of the plan will be conducted for affected building/area occupants prior to any construction/renovation activity. Additionally, violent event anniversary dates will also be considered and plans modified, as needed. A copy of the plan will be available at the District Office – Management Services Building.

SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

A. Identification of sites of potential emergency

The BOCES has established procedures for the identification of potential sites and the internal and/or external hazards that may be present in them. These procedures are developed in coordination with the local Emergency Management Office, Fire Department and law enforcement agencies, and the use of a Risk Probability Checklist. Appendix 2 of this Plan includes the risk probability checklist and the results of this evaluation.

SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

B. Actions in response to an emergency

The BOCES has identified the following general response actions to emergency situations. These actions include: See Appendix 6 for general details

- School cancellation (prior to start of day)
- Early dismissal
- Evacuation
- Sheltering (Shelter-in-Place, Hold-in-Place, Lockdown, Lock-Out)

The confidential Building-level Emergency Response Plans include identification of specific procedures for each action depending upon the emergency.

Emergencies include, but are not limited to: See Appendix 2 for site specific internal and external determinations.

- Threats of Violence (including Weapons and Civil Disturbance)
- Hostage/Kidnapping
- Natural/Weather Related
- Gas, transformer leaks
- Systems Failure
- Fire/Explosion
- Campus 'Standing Pond'
- Intruder
- Explosive/Bomb Threat
- Hazardous Material
- Medical Emergency including Infectious Disease Response
- Death including suicide
- Continuation of Operations Plan - Site Essential Employee Protocols

C. District resources and personnel available for use during an emergency

The BOCES has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the confidential Building Level Emergency Response Plans as deemed appropriate by the Incident Command Team.

The BOCES will survey staff members to ask what emergency skills each are proficient in (ex. EMT/nursing, fire, first aid, CPR, etc.) to help during an emergency. Specific personnel and resources are identified in the confidential Building Level Emergency Response Plans. See Appendix 1.

Additional District Resources Available for Use in an Emergency

During an emergency, the District has the following resources available:

Equipment	Location
Defibrillator	Each instructional building
Smoke ejectors	Fire department – via 911
Emergency lighting	Each building
Portable fire extinguishers	Each building and each bus
Spill cleanup / absorbent materials	Custodial Dept. and Auto Tech
First aid Supplies	Each building – Nurses Office

D. Procedures to coordinate the use of school resources during emergencies

The BOCES uses the Incident Command System model for emergency actions. For campus emergencies, the Chief Emergency Officer will be the District Superintendent of Schools or his/her designee. In building-level emergencies, the administrator-in-charge or his/her designee will act as the Incident Commander. The Chief Emergency Officer is authorized to activate such resources and personnel as are appropriate to the incident. The Chief Emergency Officer is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the confidential Building Level Emergency Response Plan. Building-level Incident Command staff is identified in the confidential Building Level Emergency Response Plans.

The Incident Command System for the BOCES, and for individual buildings, is better defined in Appendix 4 of this plan.

E. Annual multi-hazard school training for staff and students

The BOCES will conduct annual training for both staff and students in school safety issues. Training will be planned by the Assistant Superintendent for Instruction and Deputy Superintendent for Finance & Operations. The training will be coordinated by the Risk Management Specialist, and may consist of classroom activities, general assemblies, tabletop exercises, full-scale drills or other appropriate actions to increase the awareness and preparedness of staff and students.

Drills and other exercises will be coordinated with local, county and state emergency responders and preparedness officials. Existing plans will be revised in response to post-incident evaluations of these drills.

Training procedures and framework are included in Appendix 3.

F. Staff development

- ❑ All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.
- ❑ Provision for two hours of staff development; cumulative throughout the year, with respect to school violence prevention, intervention, and response will be included in professional development plans.

- At least one hour of school violence prevention and intervention training, cumulative throughout the year, for all staff will be included annually in a superintendent's conference day or at other scheduled times.

The Assistant Superintendent for Instruction will be responsible for implementing instructional staff development programs.

The Deputy Superintendent for Finance & Operations will be responsible for support staff development with respect to school violence.

Staff development resources and other related information are listed in Appendix 3.

SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

A. Policies and procedures for responding to implied, or direct threats of violence or acts of violence including suicide by students, teachers, other school personnel and visitors to the school

The BOCES has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence and are included in the BOCES Code of Conduct. See Appendix 7 for general details.

B. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident

Law enforcement officials will be contacted by the Chief Emergency Officer (District Superintendent/designee) in line with the Building Level Emergency Response Plan, and will be requested based upon the "closest response agency" concept to ensure that the response to the incident is as rapid as possible. In most cases, law enforcement agencies will be contacted through the 911 system, which will dispatch the appropriate agency. Appendix 5 includes a table listing the closest response agencies with contact names and numbers for use in non-emergency situations.

C. Appropriate response to emergencies

The BOCES recognizes that appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The Building Level Emergency Response Plans detail the appropriate response to such emergencies. See Appendix 7 for general details.

D. Policies and procedures to contact parents, guardians or persons in parental relation to the students in the event of a violent incident, suicide threats or an early dismissal

The BOCES will contact appropriate parents, guardians or person in parental relation via media release, telephone contact or other appropriate means in the event of a violent incident, suicide threats or early dismissal. Conditions requiring such notification are outlined in the confidential Building Level Emergency Response Plans. See Appendix 8 for general procedure.

SECTION IV: COMMUNICATION WITH OTHERS

A. Procedures for obtaining assistance during emergencies from emergency services organizations and local government agencies

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agencies. The local emergency management office information:

Emergency Management Office
Ed Stevens – Oneida County Emergency Services 315-765-2526 non-emergency 315-736-0141 (emergency dispatch)

B. Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law

The BOCES will rely on the advice of the local emergency management office listed above.

C. A system for informing all educational agencies within the District of a disaster

The BOCES will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification and delegate its delivery. A list of these agencies and the contact information is located in Appendix 9 and 10.

D. Maintaining certain information about each educational agency of the BOCES campus

The following information concerning educational agencies located within the district is included with the confidential Building-level Safety Plans: See Appendix 1

- School population
- Number of staff
- Transportation needs, and
- Business telephone numbers of key officials of each such educational agency

The Risk Management Specialist will ensure that this information is current and accurate.

SECTION V: PREVENTION AND INTERVENTION STRATEGIES

A. Policies and procedures related to school building security, including, where applicable, the use of school safety officers and/or security devices or procedures (See Appendix 11 for Agreement for SRO Services)

The Madison-Oneida BOCES employs one (2) Oneida County Sheriff's Department School Resource Officer (SRO). The BOCES campus utilizes identification badges for employees and visitors, reference checks and fingerprinting according to SAVE requirements for all staff. Controlled access, secure vestibules and CCTV is being implemented at the BOCES campus. Additionally, the use of metal detection devices is utilized.

Each instructional building will maintain their respective security policies and procedures, as appropriate, and may be found in the confidential Building-level Plan.

B. Policies and procedures for the dissemination of informative materials

The BOCES recognizes that the most current data caution against profiling students who have the potential for violence. However, it also acknowledges the need to identify youth at risk and to provide the necessary support services to all students, beginning at an early age. The BOCES therefore will maintain resources on the early detection of potentially violent behavior, maintain a team of qualified staff to evaluate threats and other potentially violent behaviors. Violence prevention information may be disseminated to parents, students or staff via newsletter, handbooks, mailings/handouts or meetings as appropriate. The BOCES is committed to the use of interpersonal violence prevention education for all students, when available. Annual Violence Prevention training is conducted for instructional and support staff.

C. Prevention and intervention strategies

The BOCES currently provides, but is not limited to, the following programs to improve communication and increase violence prevention and intervention:

- Crisis Prevention Intervention
- Conflict Cycle
- Character Education and Anti- Bullying
- PBIS – Positive Behavior Intervention & Support
- Initial Response Team (IRT)
- Leadership Group (boys and girls)
- Academic Refocus
- Conscious Discipline
- ICAN, Neighborhood Center; Home Health Service Supports
- Center for Family Life and Recovery
- Counselor Home Visits (as needed)
- Behavior Support Team
- Conflict Resolution
- Adult/Student Mediation
- FBA/BIP – Functional Behavior Assessments/ Behavior Intervention Plan
- Counseling
- Restorative Justice
- Mindful Practices
- Behavior Specialist on Staff
- Capturing Kids Hearts
- Teen Outreach Program (TOP)
- Bridges/Suicide Coalition

D. Strategies for improving communication among students and between students and staff, and for the reporting of potentially violent incidents

- The BOCES recognizes that communication is a vital key in the prevention and intervention of violence in schools. To that end, the BOCES will continue to explore programs based on program needs.
- The campus referral process is utilized for the reporting of potentially violent incidents according to the building chain of command and following the BOCES Code of Conduct. Additionally, student counselors are available each day for students to share information where the source can remain confidential.

SECTION VI: RECOVERY

A. Post-Incident Response

The Post-Incident/Crisis Response Team will institute the Crisis Response Plan as outlined in the Building-level Plan.

B. Disaster Mental Health Services

The District Superintendent, or designee, will assist in the coordination of Disaster Mental Health Resources and the implementation of the Crisis Response Plan. During the recovery phase of an incident, the District will reevaluate its current violence prevention and school safety activities and consider what the school can do to improve its plan.

C. Continuation of Operations Plan

A Continuation of Operations Plan – Site-Essential Employee Protocols has been developed in response to the COVID-19 Pandemic. This plan outlines protocols and identifies site-essential employee positions, responsibilities etc. (See Appendix 12)

D. Emergency Remote Instruction Plan

An Emergency Remote Instruction Plan has been developed and may be utilized for delivery of remote instruction when school buildings cannot be occupied due to emergency conditions. (See Appendix 13)

APPENDICES

Appendix 1:

Listing of all school buildings covered by the BOCES School Safety Plan with names of buildings, contact names and telephone numbers of building staff. Home telephone numbers are maintained in District Office for confidential reasons.

Building Name	Contact Name	Telephone
Administration Office	Scott Budelmann Lisa Decker Matthew Williams, PhD	315-361-5510 315-361-5520 315-361-5545
Rossetti Center est. 454 a.m. – 650 p.m. students (1104 total students) Instructional 75-80 staff 12 buses and 1 spec. handicap bus	James Weaver Molly LiBritz	315-361-5705 315-361-5704
Continuing Education	Brenda Wolak	315-361-5803
TriPlexus (Alt. Ed.) est. 190 students Instructional 80 staff (HS, MS, Sp. Needs) 4 buses	Owen Maranville James Weaver	315-361-8404 315-361-5705
RIC Technical Network (NOC @ CTE and TriPlexus)	Claudia Servadio-Coyne	316-361-2669 315-361-2740
Early Childhood (TriPlexus)	Lindsey Kurak	315-361-5902
Print Shop	Don Philhower	315-361-5821 315-361-5820
Utica Access Site	Randy Raux	315-738-7300
Rome Access Site	Terra Stone	315-334-8000 315-361-5803
Bus Garage	Frank Slawiak	315-361-5898 315-361-5899
Emergency Management Team	Scott Budelmann, Chief Emergency Officer/Incident Commander Lisa Decker, Emergency Coordinator Matthew Williams, PhD, Incident Log Sapna Kollali, Public Information Todd VanDresar, Liaison Jack Angrisano, Safety Officer	315-361-5510 315-361-5520 315-361-5545 315-361-5518 315-361-5750 315-361-5573

EDUCATIONAL AGENCIES (see also Appendix 10)

Dr. Ravo Root	(Camden)	315-245-4075
Mr. Shawn Bissetta	(Canastota)	315-697-2025 Ext. 6302
Mr. William Dowsland	(Hamilton)	315-824- 6310
Mr. Jason Mitchell	(Madison)	315-893-1878 Ext. 203
Mr. Gregory Molloy	(Morrisville-Eaton)	315-684-9300
Ms. Kara Shore	(NYSSD)	315-337-8400
Mr. Matthew Carpenter	(Oneida)	315-363-2550
Mr. Peter Blake	(Rome)	315-338-6521
Mr. Corey Graves	(Stockbridge)	315-495-4400
Ms. Martha Group	(VVS)	315-829-2520

*Home telephone numbers are maintained in the district office.

Adopted: December 1, 2016

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Revised: 8/17, 6/18, 8/19, 8/20, 8/21, 7/22, 7/23

Appendix 2:

BOCES Risk Determination

Using the Risk Probability Checklist on p. 10, and the recommendations of local law enforcement and emergency response personnel, the BOCES has determined that the following risks apply to all district buildings:

The BOCES has identified the following general response actions to emergency situations. These actions include: See Appendix 6 for general details.

- School cancellation (prior to start of day)
- Early dismissal
- Evacuation
- Sheltering (Shelter-in-Place, Hold-in-Place, Lock-Out, Lockdown)

In addition, the BOCES recognizes that every school building has the potential for violent incidents, including:

- Threats of Violence
(including Weapons, Civil Disturbances and Suicide Threats)
- Hostage/Kidnapping
- Natural/Weather Related
- Gas, transformer leaks
- Systems Failure
- Fire/Explosion
 - Rossetti AutoTech.
 - Kitchen/Culinary Arts
- Campus 'Standing Pond'
 - Rossetti and TriPlexus Buildings
- Intruder
- Explosive/Bomb Threat
- Hazardous Material
- Medical Emergency
 - including Infectious Disease Response
- Death, including suicide
- Food Tampering

RISK PROBABILITY CHECKLIST

	YES	NO	COMMENT
1. Has your region ever been short of water due to drought conditions? Natural Hazard: Drought and Extreme Heat		X	
2. Have you ever felt an earthquake tremor while in your community? Natural Hazard: Earthquake	X		
3. Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire		X	
4. Have forest fires ever occurred within 25-mile radius of your district? Natural Hazard: Forest Fire		X	
5. Do you live in a state having great or moderate risk from landslides occurring? Natural Hazard: Landslide		X	
6. Is your district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow		X	
7. Has your community ever experienced a winter storm ? Natural Hazard: Winter Storms and Blizzards	X		
8. Are severe winter storms a frequent occurrence? Natural Hazard: Winter Storms and Blizzards.	X		
9. Is your community in an area visited by thirty or more thunderstorms per year? Natural Hazard: Severe Thunderstorms		X	
10. Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane		X	
11. Has your state ever been crossed by the path of a hurricane ? Natural Hazard: Hurricane		X	
12. Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods	X		
13. Have floods or flash floods ever affected your home or community? Natural Hazard: Floods and Flash Floods	X		Surrounding communities
14. Do tornadoes present a major or moderate risk to your region? Natural Hazard: Tornado	X		Occasional High Winds
15. Do you live in a western state that has been or might be affected by ashfall from a volcanic eruption ? Natural Hazard: Volcanic Hazard		X	
16. Are there any factories, warehouses, or disposal areas near your community, which produce or use toxic chemicals or other hazardous materials ? Technological Hazard: Hazardous Materials		X	
17. Is your district within a few miles of a main highway, waterway or railroad line? Technological Hazard: Transportation Accident	X		Route 365, NYS Thruway and CSX Railway
18. Have major transportation accidents ever disrupted traffic patterns in your community? Technological Hazard: Transportation Accident	X		
19. Is your district within a fifty-mile radius of a nuclear power facility ? Technological Hazard: Radiological Incident	X		9 Mile Point Scriba, NY
20. Are there any radioactive waste dump sites in your state? Technological Hazard: Radiological Incident		X	
21. Are there any man-made dams built along the river nearest your district? Technological Hazard: Dam Disaster		X	
22. Has the district been impacted by a health emergency	X		COVID Pandemic

Appendix 3:

- I. Violence prevention, intervention, and response staff development programs for instructional and support staff will be included in Superintendent's Conference Day plans or as otherwise scheduled. Emergency steps and procedures will be reviewed with instructional and support staff at least in October and March of every year.
- II. The annual "Go Home" Drill will be conducted by the end of April unless otherwise determined by the District Superintendent in consultation with the superintendents of schools.
- III. During each school year, the following exercise will be conducted:

At least once a year on a superintendent's day or other scheduled time, a tabletop drill for each instructional building will be implemented involving representative instructional and support staff.

The District will conduct emergency response training for staff and students by reviewing procedures appropriate to hazardous situations that may include those that are weather-related, criminal in nature, environmental, or failure of a building system. The procedures will be explained and practiced in a variety of ways including early go-home drill; tabletop exercise; live drill; and Emergency Management Team exercise.

Drill or exercise facilitators will evaluate the response and determine if modifications to the plan are necessary. Evaluations may be conducted through post-drill debriefing or written evaluation summaries.

When appropriate, and at the discretion of the District-wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials. The following training, drills and/or exercises will be conducted in the 2023-2024 school year:

Date	Description of training, drill or exercise
Spring	"Go Home" Drill – Students and Staff
As required by law	8 Fire drills – Students and Staff
As required by law	4 Lock Down Drills – Students and Staff
Annual by Sept. 15th	Emergency Response, Mental Health and Violence Prevention Training - Staff
Annual	Right-to-Know – Staff
Annual	Blood-borne Pathogens – Staff
Annual	Tabletop Exercises – Staff

Appendix 4

Madison-Oneida BOCES Incident Command

- ❑ **Chief Emergency Officer – Scott Budelmann** - Responsible for the direction of the District response in a campus-wide emergency (District Superintendent) or the building response in a building-level emergency (Building Administrator).
- ❑ **Emergency Coordinator and Logistics – Lisa Decker** - Responsible for providing all resources (personnel, equipment, facilities, and services) required for incident resolution and carrying out decisions of the Incident Commander.
- ❑ **Public Information Officer – Sapna Kollali** - Compiles and releases information to the news media.
- ❑ **Safety Officer – Jack Angrisano** - Monitors the District response in an attempt to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- ❑ **Liaison – Todd VanDresar** - Represents the District by working with responding agencies (law enforcement, fire EMS, utilities, etc.) and other school districts that may be involved in the incident.
- ❑ **Incident Log – Matthew Williams, PhD** - Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- ❑ **Operations – Building Principals/ Leaders** - Responsible for directing the implementation of action plans and strategies for incident resolution.
- ❑ **Planning/Intelligence – Emergency Management Team** - Responsible for collecting, evaluating and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.
- ❑ **Administration/Finance – Tara Pawlowski** - Responsible for all cost and financial matters related to the incident.

Appendix 5:

Madison-Oneida BOCES

Closest Response Agencies

In an emergency, dial 911. They will dispatch the appropriate response agencies. In non-emergency situations, contact the following:

EMERGENCY TELEPHONE NUMBERS

Agency	Telephone Number
ALL EMERGENCIES	911
Oneida New York State Police	315-366-6000
Oneida County Sheriff	315-765-2200 (Sheriff); 315-736-0141 (Dispatch)
Vernon Police	315-829-2550
Oneida County Emergency Services	315-765-2500 (non-emergency)
Verona Fire House	315-363-6009
EMS Ambulance	911
Amcare Ambulance	315-339-5600
Vineall Ambulance	315-361-1000
Red Cross (Utica Chapter)	315-733-4666
Poison Control	1-800-222-1222
Verizon Telephone Company	1-800-837-4966
National Grid:	1-800-642-4272
For Electrical/Gas Emergency	1-800-892-2345
For Power Outage	1-800-867-5222
Superintendent of Highways:	
Town of Vernon	315-829-2742 x4 (Highway Dept.) 315-794-7778 (cell) or 315-527-4811 (cell)
Town of Verona	315-363-3829 315-264-3531 (cell)

APPENDIX 6:

Protective Action Options

The following general actions will be considered in the event of an emergency as appropriate:

- School cancellation prior to opening
- Early dismissal
- Evacuation
- Sheltering (Shelter-in-Place, Hold-in-Place, Lockdown, Lock-Out)
 - **Shelter-in-Place**; Typically weather related
 - **Hold-in-Place**; Short-term to limit movement
 - **Lockdown**; Threat inside of the building
 - **Lock-Out**; Threat outside of the building

School cancellation

- Monitor any situation that may warrant a school cancellation
- Make determination
- Contact local media

Early dismissal

- Monitor situation
- If conditions warrant, close school
- Contact Transportation Supervisor(s) to arrange transportation
- Contact local media to inform parents of early dismissal
- Set up an information center so that parents may make inquiries
- Retain appropriate district personnel until all students have been returned home

Evacuation (before, during and after school hours, including security during evacuation and evacuation routes)

- Determine the level of threat
- Contact Transportation Supervisor(s) to arrange transportation
- Clear all evacuation routes and sites prior to evacuation
- Evacuate all staff and students to pre-arranged evacuation sites
- Account for all student and staff population. Report any missing staff or students to the principal/ program administrator
- Make determination regarding early dismissal; Contact local media to inform parents of early dismissal if implemented
- Ensure adult supervision or continued school supervision/security
- Establish a public information center to provide information and current status of the situation to parents, affected school districts and other inquiring parties
- Retain appropriate district personnel until all students have been returned home
- The School Nurse will ensure that student medical information and related supplies to accommodate students with life-threatening health conditions are available and will accompany the student(s) in the event of an emergency. The related supplies include but are not limited to prescribed medications, Epi-Pens, etc.

Sheltering (Shelter-in-Place, Hold-in-Place, Lockdown, Lock-Out)

- Determine the level of threat
- Determine location of sheltering depending on nature of incident and if threat not imminent
- Initiate building Lockdown/Lock-Out procedure, e.g. close/lock doors if threat imminent
- Account for all students and staff. Report any missing staff or students to the principal/program administrator
- Determine other occupants in the building
- Make appropriate arrangements for human needs

- Take appropriate safety precautions
- Establish a public information center to provide information and current status of the situation to parents, affected school districts and other inquiring parties
- Retain appropriate district personnel until all students have been returned home

APPENDIX 7:

Responses to Acts of Violence: Implied or Direct Threats

The District has established the following strategies for responding to implied or direct threats of violence including suicide by students, teachers, other school personnel and visitors to the school. The Building-level plan includes specifics to potential emergency situations that would require these responses.

- Use of staff trained in de-escalation or other strategies to diffuse the situation.
- Inform Superintendent of implied or direct threat.
- Determine level of threat with District Superintendent/Designee.
- Contact appropriate law enforcement agency if necessary.
- Contact parents, guardians or persons in parental relationship, as appropriate.
- Monitor situation; adjust response as appropriate, including the possible use of the Emergency Response Team.

The District will provide training to assist personnel in de-escalation techniques and/or identification of early warning signs of potentially violent behavior as part of the required staff development program.

Acts of Violence

In the event of an act of violence by students, teachers, other school personnel or visitors to the school, the District will implement the procedures outlined in the Building-level Plans. The following types of procedure(s) have been considered:

- Determine level of threat with District Superintendent/Designee.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- If necessary, initiate lockdown procedure, and contact law enforcement.
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

Response Protocols

The District's responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings are included in the confidential Building-level Plans. The following protocols are provided as examples:

- Identification of decision-makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

APPENDIX 8:

Notification and Activation (Internal and External Communications)

In the event of a violent incident, the District Superintendent will contact appropriate law enforcement officials through the 911 system. A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is included in the appendix of each Building-level Emergency Response Plan.

The District Superintendent will notify all educational agencies within the district in the event of an emergency by use of telephone, fax, email, or other appropriate communication.

In the event of a disaster or an act of violence, the BOCES District Superintendent, or her designee, will be notified as appropriate. In the event of certain weather emergencies, the NOAA weather radio emergency alert system may be used to receive information.

Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media including television channel(s) and radio station(s), Parent Square and the BOCES website. A list of local media outlets utilized by the BOCES will be maintained on the BOCES website. Where practicable, phone trees may be implemented using the information provided on students' emergency contact cards.

APPENDIX 9:

EMERGENCY NOTIFICATION PROCEDURE

GENERAL EMERGENCY NOTIFICATION

The Madison-Oneida BOCES District Superintendent of Schools will maintain a listing of all educational agencies within its supervisory district. This listing will include all public and non-public elementary and secondary schools; public and private nursery schools; approved private schools for the education of students with disabilities; and public and private schools for the education of preschool children with disabilities.

Each BOCES component will maintain as part of their emergency plans a listing of all educational agencies within its district and update this list as least annually. Each BOCES component district will forward the listing of the educational agencies to the BOCES District Superintendent of Schools.

The BOCES District Superintendent of Schools when notified of a local or State emergency may utilize telephone, e-mail, fax or other available media to notify all educational agencies within the BOCES territorial limits of the emergency. See Appendix 10.

The BOCES District Superintendent of Schools may direct each component to notify the educational agencies within their respective districts of any local or State emergency situation.

BOCES EMERGENCY NOTIFICATION

In the event of an emergency or other significant event impacting the BOCES campus (or its access sites) information will be communicated to the Central Office Command Center by the affected Program Director, Site Supervisor or their designee.

The information, via appropriate communication media, to the Central Office will be directed to the Superintendent of Schools through the Assistant Superintendent for Instruction, Deputy Superintendent for Finance & Operations, and the Public Relations Specialist.

The affected program(s) shall provide timely status updates to the Central Office at least every 15 minutes or sooner if there is a change in status. The information should include the nature of the event, anticipated resolution, timeframes etc.

All communication to the BOCES component districts will be conducted through the Central Office via telephone, email, fax or other appropriate media. The BOCES will make every effort to provide factually accurate information to the component districts in a timely manner keeping in mind that the safety of students and staff is the top priority. The Central Office will provide the affected BOCES programs and component districts with information to be distributed to students/parents and staff regarding the event.

APPENDIX 10:

<u>Educational Agency</u>	<u>Address</u>	<u>Phone #</u>
Camden Central School District		
Camden Central School District	51 Third St., Camden, NY	315-245-2500
<i>Mohawk Valley Community Action Agency - Head Start Program</i>	<i>132 Main St., Camden, NY</i>	315-624-9930 x 2306
Canastota Central School District		
Canastota Central School District	120 Roberts St., Canastota, NY	315-697-6302
<i>Celebration Children's Center of Canastota - Mohawk Valley Community Action Agency Head Start Program</i>	<i>206 Wilson Ave., Canastota, NY 110 N. Main St., Canastota, NY</i>	315-697-8680 315-624-9930 x 2631/2603
Hamilton Central School District		
Hamilton Central School District	47 W. Kendrick Ave., Hamilton, NY	315-824-6300
<i>New Life Christian School</i>	<i>1528 River Rd., Hamilton, NY</i>	315-824-2625
<i>Colgate University</i>	<i>13 Oak Drive, Hamilton, NY</i>	315-228-7000
Madison Central School District		
Madison Central School District	Route 20, Madison, NY	315-893-1878
Madison-Oneida BOCES		
Madison-Oneida BOCES	4937 Spring Rd., Verona, NY	315-361-5500
Madison-Oneida BOCES Pre-K Program		315-361-5902
(Chittenango @ Bridgeport Elem., Stockbridge, Canastota @ Peterboro St., Morrisville-Eaton @ Andrews Elem.)		
Morrisville-Eaton Central School District		
Morrisville-Eaton Central School District	Fearon Rd., Morrisville, NY	315-684-9300
<i>Children's Center at Morrisville State College</i>	<i>Morrisville, NY</i>	315-684-6400
<i>SUNY Morrisville</i>	<i>Morrisville, NY</i>	315-684-6000
Oneida City School District		
Oneida Public Schools	565 Sayles St., Oneida, NY	315-363-2550
<i>St. Patrick School</i>	<i>354 Elizabeth St., Oneida, NY</i>	315-363-3620
<i>Holy Cross Academy</i>	<i>4020 Barrington Rd., Oneida, NY</i>	315-363-1669
<i>Oneida Area Day Care Center, Inc.</i>	<i>447 Sayles St., Oneida, NY</i>	315-363-0080
Rome City School District		
Rome City School District	409 Bell Rd., Rome, NY	315-338-6500
<i>New York State School for the Deaf</i>	<i>401 Turin St., Rome, NY</i>	315-337-8400
<i>Rome Family YMCA</i>	<i>301 W. Bloomfield St., Rome, NY</i>	315-336-3500
<i>First Presbyterian Nursery School</i>	<i>108 West Court St., Rome, NY</i>	315-339-7529
<i>Daniel Sprock Learning Center of Upstate Cerebral Palsy</i>	<i>130 Brookley Rd., Rome, NY</i>	315-533-1150
<i>CNY Developmental Services Office (DSO) (Admin. Office for Adult Dev. Disabled)</i>	<i>State Operations, Syracuse, NY</i>	315-473-6910
<i>Mohawk Valley Community Action Agency - Griffiss Child Development Center</i>	<i>276 Brookley Rd., Rome, NY</i>	315-624-9930 x 2523
Stockbridge Valley Central School District		
Stockbridge Valley Central School	6011 Williams Rd., Munnsville, NY	315-495-4400
Vernon-Verona-Sherrill (VVS) City School District		
Vernon-Vernon-Sherrill City School District	Route 31, Verona, NY	315-829-2520

AGREEMENT BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATION
SERVICES

SCHOOL RESOURCE OFFICER

THIS AGREEMENT (the "Agreement") is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as the "OCSO," and Madison-Oneida BOCES, a Board of Cooperative Educational Services and supervising school district organized and existing under the laws of the State of New York, with its principal offices located at 4937 Spring Road, Verona, New York 13478, hereinafter referred to as the "BOCES" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the BOCES wishes to secure the services of one (1) School Resource Officer (SRO) for the 2021-2022, 2022-2023, 2023-2024 school years to serve as law enforcement officers when necessary, role models, and as educational resources to students and families at the BOCES facilities; and

WHEREAS, the County, the OCSO, and the BOCES wish to enter into an agreement to provide educational support, law enforcement and mentorship services to the students, staff, and faculty of the BOCES; and

WHEREAS, the County, the OCSO and the BOCES agree 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 the SRO within the BOCES facilities;
3. To decrease the number of incidents 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, advice, and education to troubled students and staff within the BOCES; and

WHEREAS, the OCSO has the personnel possessing the requisite skills and expertise to provide such services to the BOCES;

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

1. **Assignment of the SRO.** The OCSO shall assign one (1) uniformed SRO to serve at the Madison-Oneida BOCES campus for Alternative, Special, and Career & Technical educational programs in Verona, NY, according to a schedule established by mutual agreement between the Sheriff and the BOCES.
2. **Supervision of the SRO.** Each SRO will be under the supervision of a designated member of the OCSO Law Enforcement Division and shall coordinate his or her activities at the BOCES with the Director or designee.
3. **Term of Agreement.** This Agreement is effective beginning on July 1, 2021 and expires on June 30, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term").
4. **Compensation.**
 - a. Basic Payment. As of the execution of this Agreement, the County and the OCSO are engaged in collective bargaining negotiations with the union representing the SROs. The current collective bargaining agreement (CBA) that covers the SROs expired on December 31, 2020, and salary and benefits for the SROs may be subject to a retroactive change to that date. As of the execution of this Agreement, the rate for payment for SROs from July 1, 2021 to December 31, 2021 is thirty-nine thousand seven hundred and fifty dollars (\$39,750.00), and the BOCES agrees to pay the same to the County for the services of the SRO for that time period. Rates beyond that date, and any potential retroactive payment are not known at this time. Rate changes, including any prospective increases and any retroactive increases, will be provided to the BOCES within ten (10) days after the Oneida County Board of Legislators ratifies a new CBA and shall be effective for purposes of payment to the County by the BOCES upon the date(s) specified in the CBA.
 - i. This cost covers the normal work week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week, not to exceed forty (40) hours each.
 - ii. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of CBA that is or becomes effective during the Term of this Agreement, and the Parties acknowledge that any future CBA could include retroactive salary increases for which the BOCES will be responsible. In the event that such reconciliation results in a credit to the BOCES, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.

- b. Additional Hours. Should the BOCES, upon request of the principal or designee, wish to have the SRO perform additional work or be present at times over and above the regular school day hours agreed upon by the Parties, the BOCES will be billed based on the applicable hourly overtime rate at the time. The BOCES shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly.
- c. Incidental and Unrelated Costs. Incidental costs, including uniforms, equipment, radio, vehicle and ongoing training costs, shall be covered by the County. Any time spent by the SRO that is not related to the interest of the BOCES will not be considered time worked as an SRO or reimbursed by the BOCES. Any expenses or financial obligations made by an SRO without the prior approval of the BOCES will not become the responsibility of the BOCES.
- d. Travel Costs. In the event a SRO incurs travel costs between BOCES facilities during the school day, the BOCES shall reimburse the OCSO at the IRS standard mileage rate upon receipt of an invoice. Travel costs shall be paid in accordance with (e) below.
- e. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the BOCES on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The BOCES shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

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

- a. Work to prevent juvenile delinquency through close contact and positive relationships with students;
- b. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- c. Act as mentors to students by being visible within the BOCES buildings, and by attempting to develop a rapport with students;
- d. Develop a working relationship with the staff of the BOCES;
- e. Be visible within the school community, attend and participate in school functions;
- f. Work closely with teachers and BOCES personnel to develop and implement education, training and consultation to students and/or staff to support the educational efforts of the BOCES;
- g. Work with guidance counselors and other student support staff to assist students and provide services to students involved in situations where referrals to outside agencies are necessary;
- h. Enforce New York State laws, rules, and regulations;
- i. The SRO shall 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 OCSO;
- j. Investigate or assist in the investigation of incidents involving misconduct of students, staff, visitors and others on school property, under the direction

of the Director of Alternative and Special Education Programs, or his/her designee;

- k. Investigate or assist in the investigation of criminal activity occurring on and in the vicinity of school grounds, and provide appropriate documentation reporting the nature and results of such investigations;
- l. Report all violations of law, Code of Conduct, school rules, regulations, or policies to BOCES administration for disciplinary purposes. The SRO shall not take any action that would be considered student discipline. Any and all student disciplinary actions are delegated to BOCES administration. A detention or arrest of a student on campus may only be initiated in cases where there is a risk of serious injury or risk to life, risk of significant destruction of BOCES property, or unless otherwise approved by the BOCES Superintendent or their designee.
- m. The SRO is prohibited from detaining or questioning students about their immigration status.

6. **OCSO Responsibilities.** The OCSO agrees as follows:

- a. To provide one (1) SRO who:
 - i. Is a sworn law enforcement police officer;
 - ii. Possesses a minimum of forty (40) hours of specialized SRO training;
 - iii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iv. Demonstrates:
 - A. Effective verbal and written communication skills;
 - B. The ability to relate to youth, especially the "at risk" and "special needs" populations;
 - C. A working knowledge of social service providers and other community justice and school resources;
 - D. An ability to identify and recommend solutions to complex behavioral and social problems; and
 - E. A genuine interest in at-risk youth;
 - v. Meets all education and experience requirements as set forth by New York State.
- b. To ensure the SRO spends an average of forty (40) hours per week on-site at the BOCES's facilities between September and June;
- c. To ensure the assigned SRO attends trainings scheduled by the BOCES;
- d. To provide trainings at the request of the BOCES Superintendent, the Assistant Superintendent of Curriculum and Instruction, or the Director of the Alternative and Special Education Programs, on topics including but not limited to law enforcement processes and procedures when law enforcement assistance is requested by BOCES (i.e. during a 941 incident) to parents, students, staff, and other staff on campus; and
- e. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.

7. **BOCES's Responsibilities.** The BOCES's responsibilities are as follows:

- a. To designate an employee as the BOCES representative through which day-to-day business contact will be conducted with the SRO;
- b. To provide the SRO with full access to school facilities, personnel, and students;
- c. To ensure that school personnel, Board of Education members, students, and parents are informed of the duties and presence of the SRO on campus;
- d. To provide time and appropriate space for the SRO to interact with staff, students, and parents; and
- e. To provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.

8. **Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, the OCSO, and the BOCES agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, the OCSO, and the BOCES agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.
- c. HIV-Related Information.
 - i. Non Discrimination. The OCSO, the County, and the assigned SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the OCSO, and any member of the OCSO staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:
"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both."

A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule adopted by the BOCES. This subdivision shall survive termination of this Agreement.

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

- a. The services performed under 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. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the SRO must securely destroy or return all PII to the BOCES that remains in the SRO's possession.
- b. If PII is disclosed to the SRO by the BOCES for purposes of the SRO providing services to the BOCES, the SRO, OCSO 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 third party contractor 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 third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - i. Without prior written consent of the parent or eligible student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the County, BOCES, 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. Attached hereto and incorporated herein is the Contract Addendum Protection of Student Personally Identifiable Information ("Addendum") agreed to by the Parties to assure confidentiality of student records during, and where applicable after, the Term of this Agreement. The Parties agree that the terms of the attached and incorporated Addendum shall amend or modify, and shall take precedence over, any less protective privacy and security standards or terms set forth in any other data privacy and security agreement or policy, adopted and followed by OCSO and/or the County.

10. **Resolution of Issues, Termination.**

- a. Either Party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party.
- b. In case of deficiencies of service or other SRO programmatic issues, the BOCES will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the BOCES reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. If issues arise that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the BOCES. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- d. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim.
- e. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services 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 OCSO 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.

- f. In case of termination of this Agreement, the BOCES will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO services up to the effective termination date of the Agreement.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees is that of an independent contractor, and in no manner shall the SRO be deemed to be 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, as its employees, would otherwise be entitled by law, including health benefits, retirement benefits, and all necessary 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.

12. **Indemnification & Insurance.**

- a. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party or the Indemnifying Party's employee's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.
- b. 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 liability for property damage and/or injury or death with regard to any property or persons. The BOCES shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
 - v. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
 - vi. Waiver of Subrogation: The BOCES waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vii. Certificates of Insurance: Prior to the start of any services, the BOCES shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the BOCES's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- c. The County 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 liability for property damage and/or injury or death with

regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The BOCES shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
- v. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- vi. Waiver of Subrogation: The County waives all rights against the BOCES, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vii. Certificates of Insurance: Prior to the start of any services, the County shall provide certificates of insurance to BOCES. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the County's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies

will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the BOCES.

13. 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 OCSO cannot promise or guarantee crime prevention, safety, or security.

14. Suspension of Services.

- a. The 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 interest of the BOCES. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, decrease in enrollment in a program or programs at the BOCES, discontinuation of a program or programs at the BOCES, government ordered closure (local, state, or federal), a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the BOCES issues a written notice authorizing a resumption of Services.
- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
- c. The BOCES may suspend or terminate the Agreement upon 30-days written notice provided to the OCSO pursuant to a governmental order or BOCES determination that access to the BOCES's facilities must be restricted due to the impact of the COVID-19 pandemic, including but not limited to building closures resulting from the COVID-19 pandemic. The OCSO's compensation under the Agreement will be prorated for any period wherein services are not rendered pursuant to a written suspension under this Section, following this 30-day notice period. The SRO will recommence services following any suspension upon written request by the BOCES, provided the OCSO has SRO available to provide services on the date requested the suspension end.

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

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the BOCES should be sent to:

Madison-Oneida BOCES
4937 Spring Road
Verona, NY 13478

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

17. **Assignment:** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

18. **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. The Parties agree that any legal action arising from the performance of this Agreement shall be filed in a court of competent jurisdiction in Oneida County, New York.

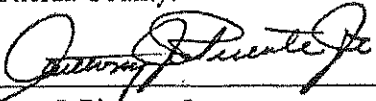
19. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum A (New York Education Law § 2-d and Parents' Bill of Rights for Data Privacy and Security), Addendum B (Standard Oneida County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the County, the OCSO, and the BOCES have caused this Agreement to be executed as of the date below.


For Oneida County:



Anthony J. Picente, Jr.
County Executive

3-15-22
Date


For Madison-Oneida BOCES



Patrick Baron Donna Isbell
Board President

September 2, 2021
Date

Approved



Amanda L. Cortese-Kolasz
Deputy County Attorney - Administration

APPENDIX 12

Madison-Oneida BOCES

CONTINUATION OF OPERATIONS PLAN – SITE-ESSENTIAL EMPLOYEE PROTOCOLS

[In the event the NYS Governor declares a state disaster emergency involving a communicable disease as per NYS legislation S8617B/A10832 signed into law on September 7, 2020]

DEFINITIONS

"Personal protective equipment" shall mean all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons.

"Site-Essential" shall refer to a designation made that a public employee is **required to be physically present** at a work site to perform his or her job. Such designation may be changed at any time in the sole discretion of the employer.

"Non-site-essential" shall refer to a designation made that a public employee is **not required to be physically present** at a work site to perform his or her job. Such designation may be changed at any time in the sole discretion of the employer.

"Communicable disease" shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual.

"Retaliatory action" shall mean the discharge, suspension, demotion, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

1. LIST AND DESCRIPTION OF TYPES OF POSITIONS considered site-essential in the event of a state-ordered reduction of in-person workforce.

The list can be found as an attachment to this plan.

2. DESCRIPTION OF PROTOCOLS THE EMPLOYER WILL FOLLOW FOR NON-SITE-ESSENTIAL EMPLOYEES TO TELEWORK including, but not limited to, facilitating or requesting the procurement, distribution, downloading and installation of any needed technology, including software & data, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace, and may include devices.

Employees not required to be on-site to perform their job functions (non-site-essential) will have the option to telework if approved by their supervisor. BOCES Directors and Department Heads will evaluate existing barriers to telework and follow BOCES purchasing policies to request, procure, distribute, install and support resources, such as hardware and software that will enable telework, to the extent possible.

3. DESCRIPTION OF HOW THE EMPLOYER WILL, TO THE EXTENT POSSIBLE, STAGGER WORK SHIFTS OF SITE-ESSENTIAL EMPLOYEES IN ORDER TO REDUCE OVERCROWDING ON PUBLIC TRANSPORTATION SYSTEMS AND AT WORKSITES.

If necessary, BOCES will assess in-person capacity and conditions to stagger work shifts to reduce workforce density at worksites. Public transportation is not a factor in this region.

APPENDIX 12

Madison-Oneida BOCES

CONTINUATION OF OPERATIONS PLAN – SITE-ESSENTIAL EMPLOYEE PROTOCOLS

[In the event the NYS Governor declares a state disaster emergency involving a communicable disease as per NYS legislation S8617B/A10832 signed into law on September 7, 2020]

- 4. DESCRIPTION OF THE PROTOCOL THE EMPLOYER WILL IMPLEMENT IN ORDER TO PROCURE THE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR SITE-ESSENTIAL EMPLOYEES** based upon the various tasks and needs of such employees in a quantity sufficient to provide personal protective equipment to each site-essential employee during any given work shift. Such description shall also include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Employees are encouraged to provide their own personal protective equipment if appropriate for the situation (e.g. face masks). However, as necessary, Madison-Oneida BOCES will provide personal protective equipment (as appropriate to their job and exposure) to each site-essential employee during any given work shift. BOCES will procure and maintain a 180-day supply of PPE as availability permits, as well as cleaning supplies, signage, and other pandemic-related items. This process will be centralized through the BOCES Building Services Division; this allows for cost-effective bulk purchasing as well as streamlined accounting, disbursement, and inventory control. Directors and Department Heads may requisition for supplies. Building Services will house all items in adequate and appropriate storage spaces (e.g. not exposed to weather, adequate size, etc.) to prevent degradation and permit immediate access in the event of an emergency declaration.

- 5. DESCRIPTION OF THE PROTOCOL IN THE EVENT AN EMPLOYEE IS EXPOSED TO A KNOWN CASE OF THE COMMUNICABLE DISEASE THAT IS THE SUBJECT OF THE STATE DISASTER EMERGENCY INVOLVING A COMMUNICABLE DISEASE, EXHIBITS SYMPTOMS OF SUCH DISEASE, OR TESTS POSITIVE FOR SUCH DISEASE IN ORDER TO PREVENT THE SPREAD OR CONTRACTION OF SUCH DISEASE IN THE WORKPLACE.** Such protocol shall also detail actions to be taken to immediately and thoroughly disinfect the work area of any employee known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment such employee may have touched, and the employer policy on available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

Madison-Oneida BOCES will follow all procedures and protocols communicated by the New York State and local health authorities as appropriate for preventing the contraction or spread of the communicable disease identified in the state disaster emergency. These will be communicated to staff through correspondence from the BOCES leadership team, the BOCES website, postage and signage, and/or other means as appropriate.

Staff, contractors, and visitors will complete daily health screenings and if they have been exposed to a known case or exhibit symptoms of the communicable disease that is the subject of the state disaster emergency involving a communicable disease, they will not be allowed in BOCES buildings. They will be directed to leave and advised to follow up with their healthcare provider and/or local health department.

In the event that a staff member, contractor, or visitor develops symptoms while onsite, that individual will be directed to leave and advised to follow up with their health care provider and/or local health department.

APPENDIX 12

Madison-Oneida BOCES

CONTINUATION OF OPERATIONS PLAN – SITE-ESSENTIAL EMPLOYEE PROTOCOLS

[In the event the NYS Governor declares a state disaster emergency involving a communicable disease as per NYS legislation S8617B/A10832 signed into law on September 7, 2020]

If an employee or contractor tests positive for such disease, school administrators will collaborate and coordinate with local health officials to assess levels of community transmission and the extent of close contacts of the individual who tested positive.

BOCES may need to implement short-term closure procedures regardless of community spread if an infected person has been in a school building. If this happens, Madison-Oneida BOCES will adhere to the prevailing CDC and DOH guidance for cleaning and disinfecting affected areas, and notify individuals impacted.

BOCES will follow the most current guidance from the health department in assessing when staff may report to work in person.

Madison-Oneida BOCES will comply with its policies and procedures as well as state and federal law pertaining to leave should an employee need to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

6. PROTOCOL FOR DOCUMENTING HOURS AND WORK LOCATIONS, INCLUDING OFF-SITE VISITS, FOR SITE-ESSENTIAL EMPLOYEES. Such protocol shall be designed only to aid in tracking of the disease and to identify the population of exposed employees in order to facilitate the provision of any benefits which may be available to certain employees on that basis.

BOCES will utilize building sign-in sheets, electronic door access records, and other protocols consistent with the employees' collective bargaining agreement.

7. PROTOCOL FOR HOW THE PUBLIC EMPLOYER WILL WORK WITH SUCH EMPLOYER'S LOCALITY TO IDENTIFY SITES FOR EMERGENCY HOUSING FOR SITE-ESSENTIAL EMPLOYEES in order to further contain the spread of the communicable disease that is the subject of the declared emergency, to the extent applicable to the needs of the workplace.

Not applicable. BOCES employees are not expected to remain at the worksite and may return home after work each day.

8. ANY OTHER REQUIREMENTS DETERMINED BY THE DEPARTMENT OF HEALTH such as contact tracing or testing, social distancing, hand hygiene and disinfectant, or mask wearing.

BOCES will collaborate with local departments of health to provide data necessary for contact tracing for days an individual was on campus during their infectious period (as determined by the department of health with jurisdiction over that case), and assist with notification to impacted individuals within the BOCES community (parents/guardians, staff, visitors). BOCES will partner with the department of health or other appropriate medical providers to procure testing supplies and obtain proper training to implement required testing. BOCES will leverage existing resources, including, but not limited to, nursing staff, building services staff, and support staff to implement a testing protocol. BOCES will implement protocols for social distancing, hand hygiene and disinfectant, or mask wearing, as required by the Department of Health, in response to the state disaster emergency involving a communicable disease.

Appendix 13

Madison-Oneida BOCES Emergency Remote Instruction Plan

1. Ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction

- Are part of our regular instructional programming all students have an assigned Chromebooks. These are MOBOCES provided devices and are available to students at the onset of school. Parents are asked to complete a short computer-use form prior to their students receiving access to the device.
 - Communication and Expectations: Clearly communicate with students, parents/guardians, and teachers about the distribution of devices and expectations for their use during remote instruction have been established. Guidelines on device care, responsible use, and security measures to ensure that devices are utilized effectively and protected are provided in opening student and parent orientation.
- Any repairs or updates to the student used Chromebook is completed through our managed IT service with the MORIC. If damaged, student need to notify their classroom teacher who will complete the necessary paperwork to generate the computer repair. During repair students are provided an additional device until their original computer can be returned to operation.
- The development of our 1:1 computer deployment was developed in conjunction with the data collected from families by the Student Digital Resources Survey to meet the need of greater access to technology.

2. Ensure students receiving remote instruction under emergency conditions will access internet connectivity

- The BOCES has used multiple points of information gathering to determine which students and families need assistance in accessing internet connectivity. These include completion of the SDR survey, IEP annual reviews, new school year orientations, and supporting communication within the yearly distribution of school Chromebooks.
- For students who do not have internet connectivity in their home mobile hotspots have been distributed and supported by our MITS service through MORIC. These devices use cellular data to create Wi-Fi networks that students can connect to with their devices to then access their synchronous and asynchronous instruction.
- The BOCES will work with individual students and families to identify possible access to public Wi-Fi. Schools can identify public spaces or community locations with reliable Wi-Fi access and communicate these options to families. This can include libraries, community

centers, or public areas where students can access the internet for their remote learning needs.

- In the rare event that students do not have access to online materials all students have been provided with access to paper-based instructional packets. Teachers prepare in advance instructional packets for distribution to students aligned with the skill level of age groups and abilities, including students with disabilities and English Language Learners, to the greatest extent possible. The following are possible examples of reference materials, curriculum, and assignments prepared for distribution to students:

- Textbooks, trade books and magazines
- Photocopies of text, pictures, and other media
- Printed transcripts of guided lessons
- Photocopies of activity pages, graphic organizers, and skill-building sheets
- Lists of hands-on activities students can engage in at home

Teachers may take two different approaches when developing packets, according to how much advanced notice they have before a school closure or prolonged student absence:

Generic packets that can be used at any point in the school year that promote student learning according to grade-level and subject-specific standards, or Unit-specific packets that are based on the planned curriculum, and integrate with the lessons that students are currently learning in class, and/or Customized packets aligned to the Individualized Education Plan

By implementing these strategies, schools can make significant efforts to ensure that students receiving remote instruction under emergency conditions have access to internet connectivity, allowing them to participate fully in online learning activities and receive a quality education.

3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction

- BOCES instructional staff have been provided laptops and access to google classroom to organize their in-person classroom environments. In the event emergency remote instruction is necessitated teachers would use those same tools and instructional platforms. Teachers have had, and will continue to have, access to a number of courses on integrated instructional tools and technology into their classroom through our model schools program.
- Staff continues to review and revisit expectations for emergency remote instruction days through the opening of schools orientation, ongoing professional development on superintendent conference days, and the use of courses and individualized training provided by our model schools team.

- The following schedules provide a norm for the offering of synchronous and asynchronous instruction as circumstances require

SPECIAL Education Schedule (6hr 25min)

Daily Remote Schedule		
8:50 a.m.	Staff Team Meeting <ul style="list-style-type: none"> • Record and report staff attendance for the day • Share schedule for the day • Review expectations 	
9:00 a.m.	Student Check-In <ul style="list-style-type: none"> • Record and report student attendance for the day 	
Whole Class (up to 1 hour)	Class Meeting -Synchronous <ul style="list-style-type: none"> • Whole class meeting held daily • Social Emotional Learning activity 	
2 hour block	1:1 Student Check-ins/Conferencing-Synchronous <ul style="list-style-type: none"> • Individual/small group instructional lessons Student Work -Asynchronous <ul style="list-style-type: none"> • Students log in to: ClassLink✓ • Students engaged with program-specific online learning content (e.g. NearPod✓, Compass Learning✓, IXL✓, Khan Academy✓, Freckle✓, BoomCards✓, Unique✓, Read180✓, Foundations✓, Learning A-Z✓, Lexia✓, BrainPop✓, HMH✓, Edmark✓, NewsELA✓, etc.) • Instructional packets • Content area and skill-based workbooks: Scholastic✓, Remedia Life Skills✓, Straight Forward Math✓ 	
30 minutes	Teacher & Students Lunch	
30 minutes	Teacher Self-Directed Prep	Student Related Services (Physical Therapy, Occupational Therapy, Speech, etc.) Special Areas (Art, Music, Physical Education)
Up to 1.5 hours	1:1 Student Check-ins/Conferencing-Synchronous <ul style="list-style-type: none"> • Individual/small group instructional lessons Student Work -Asynchronous <ul style="list-style-type: none"> • Students log in to: ClassLink✓ • Students engaged with program-specific online learning content (e.g. NearPod✓, Compass Learning✓, IXL✓, Khan Academy✓, Freckle✓, BoomCards✓, Unique✓, Read180✓, Foundations✓, Learning A-Z✓, Lexia✓, BrainPop✓, HMH✓, Edmark✓, NewsELA✓, etc.) • Instructional packets • Content area and skill-based workbooks: Scholastic✓, Remedia Life Skills✓, Straight Forward Math✓ 	
30 minutes	Student Check-in <ul style="list-style-type: none"> • Record and report student attendance for the day 	
3:00- 3:15 p.m.	Staff Team Meeting <ul style="list-style-type: none"> • Confirm and report staff attendance for the day • Discuss any student needs/concerns 	
6 hours and 25 minutes		

CTE Schedule

Daily Remote Schedule		
8:50 a.m.	Staff Team Meeting <ul style="list-style-type: none"> Record and report staff attendance for the day Share schedule for the day Review expectations 	
9:00 a.m.	Student Check-In <ul style="list-style-type: none"> Record and report student attendance for the day 	
Whole Class (up to 1 hour)	Class Meeting -Synchronous <ul style="list-style-type: none"> Whole class meeting held daily Social Emotional Learning activity 	
2 hour block	1:1 Student Check-ins/Conferencing-Synchronous <ul style="list-style-type: none"> Individual/small group instructional lessons Student Work -Asynchronous <ul style="list-style-type: none"> Students log in to: ClassLink Students engaged with program-specific online learning content (e.g. NearPod, Compass Learning, IXL, Khan Academy, Freckle, BoomCards, Unique, Read180, Foundations, Learning A-Z, Lexia, BrainPop, HMH, Edmark, NewsELA, etc.) Instructional packets Content area and skill-based workbooks: Scholastic, Remedia Life Skills, Straight Forward Math 	
30 minutes	Teacher & Students Lunch	
30 minutes	Teacher Self-Directed Prep	Student Related Services (Physical Therapy, Occupational Therapy, Speech, etc. Special Areas (Art, Music, Physical Education))
Up to 1.5 hours	1:1 Student Check-ins/Conferencing-Synchronous <ul style="list-style-type: none"> Individual/small group instructional lessons Student Work -Asynchronous <ul style="list-style-type: none"> Students log in to: ClassLink Students engaged with program-specific online learning content (e.g. NearPod, Compass Learning, IXL, Khan Academy, Freckle, BoomCards, Unique, Read180, Foundations, Learning A-Z, Lexia, BrainPop, HMH, Edmark, NewsELA, etc.) Instructional packets Content area and skill-based workbooks: Scholastic, Remedia Life Skills, Straight Forward Math 	
30 minutes	Student Check-In <ul style="list-style-type: none"> Record and report student attendance for the day 	
3:00- 3:15 p.m.	Staff Team Meeting <ul style="list-style-type: none"> Confirm and report staff attendance for the day Discuss any student needs/concerns 	
6 hours and 25 minutes		

- The expectations for the proportion of time spent in synchronous and asynchronous instruction for school staff during days of remote instruction under emergency conditions can vary depending on the specific conditions and circumstances. However, it is generally expected that synchronous instruction, where students and teachers engage in real-time interactions, forms the primary mode of instruction, while asynchronous instruction serves as a supplementary component. Here are some general considerations:

- Synchronous Instruction: School staff should prioritize synchronous instruction, where teachers and students come together in real-time for virtual lessons, discussions, and activities. This can include live video conferences, virtual classrooms, or interactive sessions conducted through video conferencing platforms. Synchronous instruction allows for immediate feedback, clarification, and student engagement.
- Asynchronous Instruction: While synchronous instruction takes precedence, school staff should also allocate time for asynchronous instruction. Asynchronous activities are self-paced and can be completed by students at their own convenience. This may include assignments, reading materials, pre-recorded video lessons, online discussions, or collaborative projects. Asynchronous instruction provides flexibility for students to access and engage with the materials outside of scheduled synchronous sessions.
- Flexibility and Adaptability: It is important for school staff to be flexible and adapt their instructional approach based on the needs of students, subject matter, grade level, and available resources. Some subjects or activities may lend themselves more to synchronous instruction, while others may be better suited for asynchronous delivery. School staff should use their professional judgment to determine the appropriate balance and mix of instructional modalities. Additionally, this will allow teachers to meet the diverse learning needs of a BOCES organization which serves many unique instructional modalities.
- Communication and Collaboration: School staff should maintain open communication and collaboration with students, parents/guardians, and colleagues to ensure effective instruction and support during remote learning. Clear expectations, schedules, and guidelines for synchronous and asynchronous activities should be communicated to all stakeholders to foster a cohesive learning experience.

4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate

- BOCES will make the decision of the appropriateness of remote instruction in conjunction with the teacher, student, parents, and CSE chair. The determination of appropriate instructional modality will be adjusted to meet the needs of the specific remote learning circumstances and timeline.
- In the event that students cannot benefit from online instruction students will be provided with access to paper-based instructional packets. Teachers prepare in advance instructional packets for distribution to students aligned with the skill level of age groups and abilities, including students with disabilities and English Language Learners, to the greatest extent possible. The following are possible examples of reference materials, curriculum, and assignments prepared for distribution to students:
 - Textbooks, trade books and magazines

- Photocopies of text, pictures, and other media
- Printed transcripts of guided lessons
- Photocopies of activity pages, graphic organizers, and skill-building sheets
- Lists of hands-on activities students can engage in at home

Teachers may take two different approaches when developing packets, according to how much advanced notice they have before a school closure or prolonged student absence:

Generic packets that can be used at any point in the school year that promote student learning according to grade-level and subject-specific standards, or Unit-specific packets that are based on the planned curriculum, and integrate with the lessons that students are currently learning in class, and/or Customized packets aligned to the Individualized Education Plan.

- The provision of synchronous instruction for students who do not have access to adequate internet access or for whom instruction via digital instruction is deemed not appropriate will vary based upon the circumstances precipitating the emergency closure. The following strategies will be employed, in close communication with the family and the student's needs, as allowable.
 - Blended Learning Models: Implementing a blended learning approach can be beneficial for students who do not have access to digital technology. This approach combines traditional in-person instruction with offline materials and activities. Teachers can prepare physical handouts, textbooks, workbooks, and other printed resources that can be distributed to students. These materials can be supplemented with in-person teaching, small group discussions, and individualized instruction.
 - Paper-Based Assignments: Assignments and assessments can be designed in a paper-based format to accommodate students without digital access. Teachers can create worksheets, quizzes, and projects that can be completed using pen and paper. These assignments can be collected physically or through alternative means such as mail or drop-off points.
 - Audio/Video Resources: For students who lack digital access but have access to basic audio or video playback devices, educational content can be provided in those formats. Teachers can record audio lectures or discussions and provide them to students via CDs, USB drives, or other portable media. Similarly, educational videos can be recorded and shared using DVDs or USB drives.
 - Community Learning Centers: In areas where a significant number of students lack access to digital technology, establishing community learning centers can be beneficial. These centers can be equipped with computers, internet access, and other necessary resources. Trained staff or volunteers can supervise and support students in their learning activities.
 - Personalized Instruction: Teachers can provide individualized instruction to students who lack digital access. This can involve one-on-one tutoring sessions, personalized learning plans, and tailored instruction based on each student's needs. Teachers can schedule regular meetings with these students to provide guidance, clarify concepts, and address any questions or concerns.

It's important to note that the specific strategies and approaches may vary depending on the resources available in each educational institution and the specific needs of the students. Flexibility and creativity in designing alternative instruction methods are key to ensuring that all students can continue their education effectively.

5. A Description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable in accordance with their individualized education programs to ensure continued provision of a free appropriate education

- BOCES will ensure that needs of special education students are satisfied by responding with a flexible set of instructional strategies best suited to the student's needs and the circumstances of the emergency. The following approaches and strategies will be employed:
 - Specially Designed Instruction (SDI): Special education teachers can develop and deliver specially designed instruction remotely to meet the unique needs of each student. This can involve live video sessions, pre-recorded video lessons, interactive online platforms, or a combination of methods. Instructional materials, resources, and assignments can be shared electronically or through alternative means, such as mailed packages or delivery services.
 - Individualized Support and Modifications: Individualized support can be provided to students through virtual platforms or other communication methods. Special education teachers and related service providers can offer individual or small group sessions to provide direct instruction, guidance, and support tailored to the student's IEP goals. Accommodations and modifications can be implemented to address the student's specific needs, such as providing additional response time, utilizing assistive technology tools, or adjusting assignments to ensure accessibility.
 - Virtual Related Services: Related services specified in the student's IEP, such as speech therapy, occupational therapy, physical therapy, counseling, or social work services, can be delivered remotely. Teletherapy or teleconferencing platforms can be used to conduct sessions, provide guidance, monitor progress, and collaborate with parents/guardians. Service providers can also offer resources, exercises, and activities for students to work on independently or with parental support.
- It is important for schools and districts to remain flexible, adapt to individual circumstances, and make reasonable efforts to provide appropriate special education and related services during remote instruction, while considering the unique needs and circumstances of each student with disabilities or preschool student with disabilities.
 - Ongoing communication between BOCES CSE chair leads and component district leads through established channel of collaboration and communication will ensure the implementation of a student's IEP in emergency instructional circumstances.
 - Regular communication between parents/guardians, educators, and service providers is crucial for remote special education services. Email, phone calls, video conferences, and secure online platforms should be utilized to maintain ongoing

collaboration, share updates, discuss progress, address concerns, and ensure the student's needs are being met effectively.

- Additional, possible extended remote learning circumstances may require additional support for parents/guardians in assisting their child's special education needs. BOCES Special education teachers and service providers remain committed to offering virtual training sessions, workshops, or individual consultations to guide parents/guardians on implementing strategies, accommodations, and supports at home.

6. For School districts that receive foundation aid, provide the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this chapter

- As per the provided schedule for special education students attending programs at Madison-Oneida BOCES the length of emergency remote instruction, synchronous and asynchronous, will be 6 hours and 25 minutes.

SPECIAL Education Schedule (6hr 25min)

Daily Remote Schedule		
7:40 a.m.	Staff Sign-in via Microsoft Office Forms <ul style="list-style-type: none"> • Administrators check-in with staff 	
7:50 a.m.	Class Start Time (1st Year Students) <ul style="list-style-type: none"> • Record and report student attendance for the day • Share schedule for the day • Review expectations 	
8:00 a.m.	Synchronous Instruction <ul style="list-style-type: none"> • Whole class meeting held 	Student Work -Asynchronous* <ul style="list-style-type: none"> • Students engaged with program-specific online learning content (e.g. Flipped Classroom Videos created by teacher or industry specific videos for demonstration purposes, assignments related to unit of instruction, Safety videos related to their field of study.) • Instructional Packets
8:00 a.m.	Guidance Counselor/Social Worker/Psychologist pull out of students who may need additional support)	
10:20 a.m.	Class End Time	
10:20- 11:40 a.m.	Staff Lunch & Prep	
11:40 a.m.	Staff Sign-in via Microsoft Office Forms <ul style="list-style-type: none"> • Administrators check-in with staff 	
11:50 a.m.	Class Start Time (2nd Year Students) <ul style="list-style-type: none"> • Record and report student attendance for the day • Share schedule for the day • Review expectations 	
12:00 p.m.	Synchronous Instruction <ul style="list-style-type: none"> • Whole class meeting held 	Student Work -Asynchronous* <ul style="list-style-type: none"> • Students engaged with program-specific online learning content (e.g. Flipped Classroom Videos created by teacher or industry specific videos for demonstration purposes, assignments related to unit of instruction, Safety videos related to their field of study.) • Instructional Packets
12:00 p.m.	Guidance Counselor/Social Worker/Psychologist pull out of students who may need additional support)	
2:20 p.m.	Class End Time	
2:20 p.m.	Teacher Aides sign off for the day via Microsoft Forms	
2:25 p.m.	Teachers sign off for the day via Microsoft Forms	