

# Naples Central School District

## DISTRICT EMERGENCY RESPONSE PLAN

### Commissioner's Regulation 155.17

#### Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

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

The Naples Central School District continues to support this integral component of the SAVE Legislation through the regular review and updating of its contents. The Superintendent of Schools encourages and advocates this ongoing district-wide cooperation and support of Project SAVE.

#### General Considerations and Planning Guidelines

##### *Purpose*

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

##### *Identification of School Teams*

As referenced in the previous section, the Naples Central School District has appointed a District-wide School Safety Team consisting of, but not limited to, representatives of the School Board, students, teachers, administrators, parent organizations, school safety personnel, and, other school personnel. The members of the team and their positions or affiliations are as follows:

- Nicole Green (High School Principal)
- Phil Bariteau (High School Teacher)
- Sheila Brundage (Naples Ambulance)
- Pat Elwell (Transportation Supervisor)
- Laura Finnan (High School Nurse)
- Laurie Fitzgerald (Elementary School Teacher)
- Jeff Black (Superintendent/Safety Team Chair)
- Matt Green (High School Teacher)
- Carrie Grove (Elementary School Teacher on Special Assignment)
- Chad Hunt (Director of Business and Operations)
- Rick Jaus (School Resource Officer—Ontario County Deputy)
- Monica Kastner (High School Counselor)
- Jason Klewicki (NYS Trooper)
- Heather Clark (Assistant Principal/Data Coordinator)
- Tammy Matthews (Elementary School Psychologist)
- Brian Meteyer (Elementary School Psychologist)
- Bill Murphy (High School Counselor)
- Katie Piedici (PPS Director)
- Darlene Wolfanger (Teacher Aide)
- Kris Saucke (Elementary School Principal)
- Melissa Steenburgh (High School Psychologist)
- Kelly VandeSande (Elementary School Nurse)
- Anneke Radin-Snaith (Director of Technology, Instruction, and PD)
- BOE Member: Tom Hawks

### ***Concept of Operations***

General protocols reflected in the District-wide School Safety Plan guide the development and implementation of the Building Safety Plans. The District-wide Safety Plan sets forth the general procedures and protocols to be adhered to at each school and serve as the standard operating procedures.

In developing the district-wide plan, key internal and external stakeholders were involved in order to garner the best local operational knowledge and the best emergency management and safety expertise in creating and revising the plan. The Naples Central School is an integral part of the community and, as such, it is important that community stakeholders are involved and understand the role of the school district and its relationship to the safety of the community at large.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the Building Safety Teams.

Upon activation of the Building Safety Teams, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified. Efforts may be supplemented by county and state resources through existing protocols.

### ***Chief Emergency Officer***

The Superintendent of Schools is the District's Chief Emergency Officer. The responsibilities of the Chief Emergency Officer are:

- Coordinating communication between school staff and first responders
- Ensuring understanding of the district-wide safety plan
- Ensuring completion and of building-level plans
- Ensuring the amendment of all plans as needed

### ***Plan Review and Public Comment***

Pursuant to Commissioner's Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The district-wide plan 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. The plan must be formally adopted by the Board of Education.

Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. In addition, the Building Safety Plans will be sent to the New York State Police and the Ontario County Sheriff's Department.

This plan will be reviewed periodically during the year and will be maintained by the District-wide Safety Team. The required annual review will be completed on or before July 1 of each year after its adoption by the Board of Education. A copy of the plan will be available on the district website.

### ***Prevention/Intervention Strategies***

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance our ability to truly prevent any negative event from occurring. Prevention would always be preferred over risk reduction. However, not all such events will be prevented despite our best efforts. Therefore, we must formulate plans to intervene and reduce risk by minimizing the impact of any negative event.

This section will identify specific prevention and risk reduction strategies that have been implemented within the Naples Central School District. Many of these components serve as both prevention and risk reduction tools.

#### ***Strategies for Identifying Needs Related to Creating a Positive, Safe Learning Environment:***

- Review of Academic and Behavioral Data
- Building and Grade Level Team Meetings
- Initiatives from the Character Education Committee
- Needs Assessments Conducted by the Mental Health Advisory Committee

#### ***Strategies and/or Programs Intended to Create and/or Maintain a Safe Learning Environment:***

- Presentations from the School Resource Officer (SRO)
- MTSS Behavioral Supports
- Health Classroom Instruction
- Weekly Student Support Team Meetings
- Restorative Circles
- Character Education Assemblies
- Check In/Check Out Systems
- Counseling Supports

- Creation of the RISE Program
- Peer/Academic Leader Program

### ***Efforts to Improve Communication Between and Among Students:***

- Creation and Use of Grade Level List-serves
- Regular Paper and Electronic Newsletters
- District Social Media Accounts
- Restorative Circles
- Superintendent's Advisory Council
- Inclusion of Students on Certain NCS Committees

### ***Anonymous Reporting System:***

- Safe School Helpline
- Dial 1-800-4-1-VOICE, ext. 359 (418-6423) to leave information, or text 66746 then type TIPS

### **Training, Drills, and Exercises**

The District will provide annual multi-hazard school safety training for all staff and students. For staff, the training will take place in online training, full-scale drills, table top exercises, and staff development programs when appropriate. For students, the training will involve classroom activities, full-scale drills, and assemblies. The components of this training will be consistent across the district while the means of dissemination will likely be varied due to the grade levels involved and other building specific issues. Staff training will be routinely conducted at the school level followed by age-appropriate drills with the entire school population.

The District will ensure that each building conducts drills and exercises to test the components of their respective building-level plan. The use of tabletop exercises to accomplish this task in coordination with local and county emergency response and preparedness officials may be considered when live drills are impractical or not sufficient to meet training goals. Specific drills and training will be conducted for selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. Additionally, fire, natural gas, bomb threat and alternate site evacuations may/will be conducted annually and may involve a staff drill or training session only or training for the entire school population.

In addition, Early Dismissal drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures will be included in the test, and parents and guardians will be notified in writing at least one week prior to such drill.

The emergency back-up generators and lighting are also tested annually and all systems verified functional without electricity.

The following are mandated as of July 1<sup>st</sup> 2016:

- 8 - Evacuation Drills (fire drills) and 4 lock down Drills every School Year.
- 8 - Drills by December 31<sup>st</sup>
- 4 - Evacuation Drills using secondary means of egress
- 1 – Drill during lunch or assembly unless instruction is provided on how to do the same.

## ***Personnel Acting in School Security Capacity***

### Routine Precautions by all staff

All staff members are expected to immediately report to their building principal any information they have received or observations they have made regarding anything that could possibly impact the safety and security of anyone within the school community.

Note: Staff should always err on the side of safety and share such information each and every time. No detail is too small or inconsequential as individual staff may not be aware of all circumstances surrounding a particular student or concern.

### Limited Access

Each school district building is tasked with implementing this policy while tailoring it to the specific needs of their building. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day – most commonly to facilitate morning arrival. Those doors that may need to remain unlocked during a portion of the school/business day should be monitored in some fashion. All entrances are to be secured shortly after the start of the instructional day.

Once secured for the instructional day, the schools may utilize an audio and/or video electronic, visitor access control system at their primary entrances that provides a means for school staff to remotely screen and approve visitors prior to actually granting them access into the building.

The schools also utilize a keyless entry / electronic access control system allowing specific access (designated days/times, buildings and entrances) to authorized personnel by presenting a programmed proximity identification card to a reading device at those entrances. This system also automatically unlocks and locks specific entrances to accommodate normal arrival, dismissal and after school activity.

### Staff Photo Identification Badges

All Naples Central School District employees are issued photo identification (proximity) badges that are to be displayed at all times while on school district property to assist visitors, students and staff in identifying employees as well as possible intruders.

### Visitor policy

Should an unannounced visitor appear at a classroom, office or be observed in the hallways without proper identification (visitor pass or a note from the office), staff may approach and inquire as to a subject's business or contact their school's main office immediately.

### Student Sign-Out Procedures

Schools are diligent in ensuring that only those persons authorized to sign-out students are allowed to do so utilizing the applicable data maintained within School Tool. Staff may also require a photo ID if the requesting party is unknown to them and may contact a parent or guardian for confirmation when deemed appropriate.

### Video Surveillance

A digital video surveillance system is in service in the Naples Central School to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

### Fire Alarm

A fire detection alarm that is linked to a central monitoring station is in service at every Naples school building. These alarms and fire response procedures are tested regularly consistent with New York State Education Department regulations.

### Mass Communication System (Blackboard Connect)

The School District utilizes the Blackboard Connect mass communication system capable of making emergency notifications to all or a portion of the school community.

### School Resource Officer

The District contracts with Ontario County to provide a School Resource Officer (SRO) on campus during the school day and at other district events. The SRO assumes a number of roles involving:

- Safety expert and law enforcer
- Problem solver and liaison to community partners
- Educator

*\* Please see a copy of the attached agreement the District has with the Ontario County Sheriff's Office regarding a SRO*

### Random Drug Sniffing Canine Search

The District will occasionally conduct canine searches throughout the school year.

### Vital Educational Agency Information

The District maintains general information about each educational agency located in the school district, including information on: school population, number of staff, transportation needs, and the business and home telephone numbers of key officials of each such educational agency.

### ***Early Detection of Potentially Violent Behaviors***

The District recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. As such, the District will ensure that appropriate school violence prevention and intervention training will be incorporated into phases of staff professional development.

Informative materials regarding the early detection of potentially violent behaviors shall be made available to the school community through various means that may include brochures, district-wide newsletters, and the district website.

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

This communication may extend beyond the Naples Central School District personnel to include members of the District's Safety Team, Law Enforcement, Mental Health Professionals, etc., when deemed appropriate and within existing legal parameters.

### ***Hazard Identification***

The list of sites of potential emergency include: all school buildings, playground areas, properties adjacent to schools, on and off-site athletic fields, buses, and off-site field trips. Each individual Building Health and Safety Team has assessed their own facility for any unique hazards and has documented them on their respective Building Safety Plans.

### ***Notification and Activation (Internal and External Communications)***

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. Possible points of contact may include:

- 911
- Ontario County Sheriff's Office: 585-394-4560
- New York State Troop E: 585-398-4100

The process for informing educational agencies within a school district of a disaster or an act of violence include the following possible forms of communication: telephone, e-mail, district radio system, NOAA weather radio, district website, intercom or PA system, local media, Blackboard Connect Emergency Alert System, others as appropriate or necessary.

The system may specify that in the event of an emergency, or impending emergency, the district will notify all principals/designees within the district to take the appropriate action. The District will utilize the Blackboard Connect Emergency Alert System to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. The district might also use local media in some instances or post information on the district website.

## **Situational Responses**

### Multi-Hazard Response

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

There are many variables that could impact the manner in which the Building Safety Teams respond to a particular occurrence. These variables could include: time of day, weather, age of students, and location of students, anticipated response time of emergency responders, availability of support personnel, and availability of transportation. Specific emergency situations are identified and standard response procedures are detailed in Building-level Emergency Response Plans; however, given the aforementioned variables, it is impractical to try and map out the specific steps to take for every

conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing injury and loss of life.

The building principal is designated as the person in charge during the initial response to any emergency at their respective school. The principal will provide leadership, organize activities and disseminate information with the assistance of the Building Safety Teams and the District Safety Team, if needed. If the principal is unavailable, or not on site, the Designated Alternate will act in their absence with the same authority and responsibility.

In most instances where this level of school response is warranted, the school will be seeking assistance from outside emergency responders in resolving the situation. As such, the immediate objective is generally to contain and manage the incident until the emergency responders arrive on scene.

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. By contacting 9-1-1, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

Each Building-level Emergency Response Plan includes procedures and actions that will be implemented in the event of the occurrence of a hazardous event. Such plans are not available to the public, nor are they to be included in the District-level Safety Plan.

#### Responses to Acts of Violence: Implied or Direct Threats

The District's policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. The following types of procedure(s) may be used by the district:

- Use of staff trained in de-escalation or other strategies to diffuse the situation.
- Inform Building Principal of implied or direct threat.
- Determine level of threat with Superintendent/Designee.
- Contact the appropriate law enforcement agency, if necessary.
- Monitor situation, adjust response as appropriate, include the possible use of the Emergency Response Team.

#### Acts of Violence

The District's policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. The following types of procedure(s) could be used by the district:

- Determine level of threat with Superintendent/Designee.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- Inform Building Principal/Superintendent.
- If necessary, initiate a lockdown procedure, and contact the appropriate law enforcement agency.

- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.

### Response Protocols

The District's selection of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings will be included in the Building-level Safety Plans. The following possible 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

### Arrangements for Obtaining Emergency Assistance from Local Government

Arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies include contacting:

- 911 immediately
- Ontario County Sheriff's Office: 585-394-4560
- NYS Troopers: 585-398-4100
- Naples Fire Department: 585-374-2370
- Naples Ambulance: 585-374-2170

### Procedures for Obtaining Advice and Assistance from Local Government Officials

In the event of an emergency where additional advice, assistance, or assets not readily available to the District are needed; the Superintendent, his/her designee or the School Resource Officer (SRO) will contact:

- Naples Town Supervisor: 585-374-2111
- Naples Village Mayor: 585-374-2435

### District Resources Available for Use in an Emergency

District resources which may be available during an emergency include all of our facilities at the campus, our buses, and other vehicles and trucks. We can also contact the Town Highway Department for access to heavy equipment and other resources.

### Procedures to Coordinate the Use of School District Resources and Manpower during Emergencies

The Naples Central School District will use the Incident Command System to coordinate the use of school district resources and manpower during emergencies.

## Protective Action Options

Plans for taking the following actions in response to an emergency where appropriate will be included in Building-level Emergency Response Plans: school cancellation, early dismissal, evacuation, and sheltering.

## **Recovery**

### ***District Support for Buildings***

After an incident, the safety teams will work with stakeholders to provide needed support. Necessary resources will be deployed in order to support students, staff, and community members.

### ***Disaster Mental Health Services***

Mental health services needed will be addressed by the appropriate safety team. The Naples Central School District will activate its Critical Team to address the personal and psychological needs of the students and staff following a traumatic incident. The District's Employee Assistance Program is available for staff members. The Superintendent of Schools will make the determination for the need for outside mental health resources in the event of a disaster or other traumatic event.

*FAMILY COUNSELING SERVICE OF THE FINGER LAKES, INC. EMPLOYEE ASSISTANCE PROGRAM*

*(315) 789-2613, or toll-free (833) 801-0084    www.fcsfl.org*

For incidents of a larger magnitude, the District may need to request the services of the County and State Mental Health Agencies for support services. New York State has a statewide plan for the delivery of mental health services. These services can be accessed through Ontario County Mental Health Services or directly from the State of New York at the following numbers:

*Ontario County Community Mental Health Services* (585) 396-4363

*Yates County Community Services Department* (315) 536-5115

*NYS Office of Mental Health Services - Disaster Mental Health Services* (518) 474-2578

Once the incidents have been resolved, the *Superintendent* will hold a Post Incident de-briefing to discuss what transpired during the event and how the District and the Emergency Response Team can improve their response to bring resolution to the matter more quickly and efficiently

## **AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT (this "Agreement") made September 1, 2021, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "County", and, NAPLES CENTRAL SCHOOL an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 MAIN STREET NAPLES, NY 14512, hereinafter referred to as the "School." The County and the School are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WITNESSETH: WHEREAS, the School desires the services of a school resource officer ("SRO") in an attempt to deter criminal behavior through positive interactions with students during school hours; and WHEREAS, the County, through its Sheriff's Office, desires to provide the School with a SRO; and WHEREAS, the School and the County recognize the potential outstanding benefits of the SRO Program to the citizens of the School; and WHEREAS, it is in the best interests of the School, the County, and the citizens of the School to establish this program; and NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the County hereby agree as follows:

1. **TERM** . The term of this Agreement shall be September 1, 2021 to June 30, 2022.
2. **SUSPENSION OR TERMINATION OF AGREEMENT** .
  - a. This Agreement may be terminated at any time by either party upon the giving of ninety (90) days' written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon one hundred eighty (180) days' written notice. In the event this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.
  - b. In addition, the School may suspend or terminate the Agreement immediately upon written notice pursuant to governmental order or School determination that access to the School'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 County may suspend or terminate the Agreement immediately upon written notice pursuant to governmental order prohibiting SRO from providing services under this Agreement as a result of the COVID-19 pandemic. The County's compensation under the Agreement will be pro-rated for any period wherein services are not rendered pursuant to a suspension or termination under this Subsection.
3. **SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM** . The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, on-boarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect (SECUR-e) program.
4. **RIGHTS AND DUTIES OF COUNTY SHERIFF** . The County Sheriff shall assign one (1) SRO to the School as follows:
  - a. The SRO shall be assigned to the School for the number of hours defined in Schedule A attached hereto and made a part hereof for the period of this Agreement. During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by his/her assignments.
  - b. The SRO may be temporarily reassigned by the County Sheriff when deemed necessary at the sole discretion of

the County Sheriff. Should such reassignment occur, any hours spent by the SRO on County business outside the duties as SRO shall not be billed to the School. c. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the School administrator. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a SRO. d. The SRO will be off-campus for in-service and other training required. The SRO will not be available to the School from July 1 through August 31. e. The SRO, if requested to work any hours in addition to that defined in Schedule A by School administration for security, sporting events and other special projects, shall be paid by the School as provided in Schedule A of this Agreement.

**5. DUTIES OF SCHOOL RESOURCE OFFICERS.** the School is as follows: Instructional responsibility of the SRO at a. The SRO shall act as an educator, counselor and police officer. b. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty. c. The SRO shall make available to the School faculty and students a variety of law related presentations. d. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School. e. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission. f. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students. g. The SRO shall make himself/herself available for conference with School students, parents Page 2 of 8 and faculty members in order to assist them with problems of law enforcement or crime prevention. h. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School. i. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events. j. The SRO shall take law enforcement action as required by law. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request and upon final approval by the County Sheriff, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus. k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff. l. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned. m. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and shall make them available to the School principal or superintendent if required by law. n. The SRO shall not act as a School disciplinarian, and matters of school discipline shall be referred to the appropriate building principal. However, if the School principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved. This paragraph however, shall not be interpreted to restrict the SRO's rights and responsibilities as a law enforcement officer for the County. o. The SRO shall be prohibited from detaining or questioning students about their

immigration status. p. The County and the SRO shall comply with all applicable federal, State and local laws, rule and regulations. All of the obligations of the SRO as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class. q. The County and the SRO shall comply with all federal, state and local laws, rules, regulations, executive orders, and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. The County and SRO shall comply with health and safety practices and protocols consistent with DOH's Interim COVID-19 Guidance for Pre-K Page 3 of 8 to Grade 12 Schools attached hereto as Addendum "D," the New York State Checklist for Pre-K to Grade 12 Schools attached hereto as Addendum "E," and the School's policies, plans and procedures applicable to the provision of SRO services.

**6. RIGHTS AND DUTIES OF THE SCHOOL.**

a. The School shall comply with all applicable federal, State and local laws, rule and regulations.

b. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:

- i. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
- ii. A location for files and records which can be properly locked and secured.
- iii. A desk with drawers, a chair, work table, filing cabinet and office supplies.
- iv. Access to a computer and/or secretarial assistance.

**7. PAYMENT.**

a. The School shall compensate the County in accordance with Schedule A attached hereto and made apart hereof. The County shall invoice the School quarterly upon execution of this Agreement and the School shall submit payment within thirty (30) days of receipt of each invoice. Any overtime costs shall be billed monthly by the County on separate invoices and shall be paid by the School within thirty (30) days.

**8. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER.** The SRO shall remain an employee of the County Sheriff's Office, and shall provide services to the School as an independent contractor. The SRO shall therefore not hold himself out as, nor claim to be, an employee of the School, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself out as having the authority or power to bind or create liability for the School by the SRO's acts or omissions. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

**9. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.** SRO applicants must meet the following requirements and be acceptable to the School:

- a. The applicant must be a volunteer for the position of SRO.
- b. The applicant must be a County Deputy Sheriff.
- c. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

**10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.**

Page 4 of 81. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.

2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.

3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.

4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.

5. In the event of the resignation, dismissal or

reassignment of the SRO, or in the case of longterm absences by the SRO, the County Sheriff may provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. However, the County may terminate this Agreement if no suitable replacement can be found.

11. NOTICES . Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows: Ontario County Sheriff 74 Ontario Street Canandaigua, NY 14424 NAPLES CENTRAL SCHOOL Superintendent 136 MAIN STREET NAPLES, NY 14512 Ontario County Attorney 20 Ontario Street Canandaigua, NY 14424

Page 5 of 812. GOOD FAITH . The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.

13. DATA PRIVACY AND SECURITY. a. b. c. Protection of Confidential Data . The County shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121). Data Breach . In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the County's or the SRO's acts or omissions, and/or a subcontractor or affiliate of the County's acts or omissions, the County shall provide notification to the School without unreasonable delay and not more than seven calendar days after the discovery of such breach. The County shall follow the following process: i. ii. iii. iv. The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the County's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions. The County shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Where a breach or unauthorized release of Confidential Data is a result of the County's or the SRO's acts or omissions, and/or a subcontractor or affiliate of the County's acts or omissions, the County shall pay for or promptly reimburse the School for the cost of notification to parents and eligible students of the breach. The County shall cooperate with the School and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

2-d Addenda . The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement: i. ii. iii. Addendum A: School District's Parents' Bill of Rights for Data Privacy and Security Addendum B: Parents' Bill of Rights – Supplemental Information Addendum C: Third-Party Data Security and Privacy Plan

Page 6 of 814. MODIFICATION . This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

15. NON-ASSIGNMENT . The School shall not assign or transfer this agreement to any other person or corporation without the previous consent, in writing, of the Chairman of the Ontario County Board of Supervisors. The County shall not assign or transfer this Agreement to any other person or corporation without the previous consent, in writing, of the School's Board of Education.

16. SEVERABILITY . In the event any provision of this contract shall be or

become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof. 17. CONTRACT INTEREST. No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof. 18. INDEMNIFICATION. The Parties agrees to the fullest extent of the law: a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the School or third parties under the direction or control of the School; and b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim. c. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the County or third parties under the control of the County; and; d. To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim. e. The defense and indemnification obligations provided herein shall survive the expiration or Page 7 of 8 termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination. 19. ENTIRE CONTRACT AND INCORPORATION. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded. 20. SPECIAL RELATIONSHIP. Specifically, this Agreement is not: This Agreement does not create a "special relationship." 1. an assumption by the County of an affirmative duty to act on behalf of a party who was injured; 2. knowledge on the part of the County's agents that inaction could lead to harm; 3. some form of direct contact between the County's agents and the injured party; and 4. evidence of a party's justifiable reliance on the County's affirmative undertaking. IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written. Page 8 of 8

## **Chapter 168 and the Required Amendment to the School District's Emergency Plan**

### **a. Essential Personnel:**

- *Facilities and Maintenance Staff:* Needed to ensure buildings and grounds are cleaned, disinfected, etc. on a regular basis. Shifts would be staggered to follow social distancing guidelines.
  - o Director of Operations, Maintenance Mechanics, Grounds, Custodians, Cleaning Staff
- *District Office Personnel:* Would follow a rotational schedule to ensure the continuity of payroll, benefits, communications, etc.
  - o Superintendent, Business Official, District Clerk, Confidential Secretary, Accounts Payable Clerk
- *Technology Department Staff:* Would support the hardware/software/etc. needs of staff and students to ensure that remote learning needs are met.
  - o Director of Technology, Professional Development and Instruction as well as Computer Services Assistants
- *Building and/or District Administrators and Office Staff:* Would work a limited number of days per week to ensure the continuity of learning, communications, etc.
  - o Principals, Director of Pupil Personnel Services, Director of Instruction, Technology, and Professional Development, Assistant Principal/Data Coordinator
  - o Typists, Clerks, Computer Services Assistant
- *Transportation Department and Food Service Department:* Would follow a rotational schedule if required to provide students with meals or devices for remote learning.
  - o *Food Service Director, Cooks, Food Service Helpers*
  - o *Transportation Supervisor, Head Bus Driver, Bus Drivers, Bus Monitors*
- *Other Faculty and Staff:* Depending on guidance from New York State and/or the Department of Health, and local contractual language, other faculty and staff members would perform their work responsibilities in-person or remotely

### **b. Telecommuting/Remote Work:**

The District has worked to ensure that all non-essential employees have the devices, software, hot spots, network access, etc. needed to perform their job responsibilities remotely. To accomplish this, the District has used staff surveys, a Technology Committee, and an IT Helpdesk email system to identify and meet technology-related needs. Additionally, the District has used a combination of conference as well as asynchronous days to provide employees with professional development focused on supporting remote learning.

### **c. Work Shift Staggering:**

Throughout the reopening process, the District has prioritized social distancing, face coverings, hand washing, and disinfecting. Furthermore, the District has sought to reduce exposure by moving in-person meetings and interactions to Zoom to the greatest extent practicable. If required to implement staggered work shifts to provide an extra layer of safety, buildings or departments would

design schedules in alignment with existing guidance from New York State or the Department of Health.

**d. PPE Protocols:**

All PPE items are currently stored in the High School basement facility storage area. Only Facilities personnel have access to this room. Staff members place a request into the Master Library System. A member of the Facilities Department will bring the requested items to the requester the same day or the following day. Once the facilities member has done this, they will mark the order complete in the Master Library System. Inventory is maintained by the Director of Operations and reordered as necessary.

**e. Exposure to Confirmed COVID-19 Cases:**

If there is a confirmed case of COVID-19 at NCS, the District will immediately contact the Ontario County Department of Health as well as its medical provider (Workfit Medical) to determine appropriate next steps. To ensure the health and safety of students and staff, actions will involve:

- Isolating and safely removing individual(s) with a positive COVID-19 diagnosis
- Closing off areas used by individual(s) with the positive COVID-19 diagnosis
- Follow CDC and DOH recommendations for cleaning and disinfecting affected areas
- Coordinating with the DOH in notifying relevant classroom/building/district parents of the positive COVID-19 diagnosis. (Note: Medical confidentiality will be protected and identifying student and/or staff information will not be shared.)
- Supporting contact tracing efforts by:
  - o Maintaining accurate visitor logs and attendance records
  - o Keeping up to date class rosters and attendance records
  - o Creating bus and classroom seating charts
  - o Utilizing hallway cameras to help determine potential exposure

**f. Documenting Work Hours and Locations:**

Staff in the District Office, the Main Offices, and the Central Business Office will document work hours and locations using WincapWeb, Aesop, Google Docs, and PDF fillable forms (details might differ slightly based on the work responsibilities of the employee).

**g. Emergency Housing for Essential Employees:**

Due to limited housing options in the region, this section is not applicable to the Naples Central School District.