

New York State Project SAVE
District-wide Safety Plan
For
Minerva Central School District
2021-2022

Revised: July 2, 2021

Introduction

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. New York State School 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 stand at risk from a wide variety of acts of violence, natural, and manmade disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in each school district and its schools.

The Warren-Washington-Saratoga-Hamilton-Essex BOCES, in coordination with the Minerva Central School District, supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Minerva Central School encourages and advocates on-going district-wide cooperation and support of Project SAVE.

Section I: General Considerations and Planning Guidelines

A. Purpose

The Minerva District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Minerva Central School District Board of Education, the Superintendent of the Minerva 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.

B. Identification of School Teams

The Minerva Central School District has created 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 are as follows:

- Danae Tucker, Board of Education/Community Member
- Kyle McFarland, School Superintendent
- Susan Frasier, School Nurse

- Lynn Green, Confidential Secretary
- Capital Region BOCES Risk Management Specialist
- Martin Turcotte, Head Custodian

C. Concept of Operations

- The District-wide School Safety Plan shall be directly linked to the individual Building-level Emergency Response Plan for Minerva Central School. The protocols reflected in the District-wide School Safety Plan will be used to guide the development and implementation of the individual Building-level Emergency Response Plan.
- The Board of Education has appointed Kyle McFarland as the Chief Emergency Officer. The Chief Emergency Officer or designee is responsible for coordinating communication between staff and law enforcement and first responders and for ensuring the staff's understanding of the district-level safety plan. The chief emergency officer or designee shall also be responsible for ensuring completion and yearly update of building-level emergency response plans.
- The development of the district-wide safety plan was a collaborative effort involving members of the district-wide safety team, law enforcement officials, county emergency service coordinators, and the Capital Region BOCES Health Safety Risk Management Services. The plan was further developed utilizing the guidelines provided the by the New York State Education Department.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team. The Minerva Central School District is a single building housing Grades PK-12. All information pertaining to an emergency or violent incident will be directed to either the Principal/Designee or the Superintendent located in the Main Office.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools, or his/her designee will be notified and, where appropriate, local emergency officials will also be notified by calling 911.
- County and State resources through existing established protocols may supplement emergency response efforts.

D. Plan Review and Public Comment

- This plan shall be reviewed and maintained by the District-wide School Safety Team and reviewed on an annual basis on or before July 1 of each year. A copy of the plan will be available at the School Superintendents Office.
- 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.

- Pursuant to Commissioner's Regulation 155.17(e)(3), this plan was made available for public comment 30 days prior to adoption. The district-wide 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. The plan must be formally adopted by the Board of Education.
- While linked to the District-wide School Safety Plan, the 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.

Section II: Risk Reduction/Prevention and Intervention

A. Prevention/Intervention Strategies

Program Initiatives

The Minerva Central School District has offered and participated in programs and activities for improving communications among students and between students and staff, and reporting of potentially violent incidents, such as:

- School Wellness Programs
- Prevention and Intervention Programs available through the Glens Falls Hospital Community Outreach and Hudson Headwaters Health Network
- Non-Violent Conflict Resolution Training Programs
- Student Mentoring Program
- Athletic Programs (Soccer, Basketball, Softball & Baseball)
- Youth and Government Programs
- Student Leadership Conference on Violence Prevention
- New York State Police Safe Schools Program concerned with bullying and violence prevention
- Internet Safety Training for Parents
- New York State Police Drug Awareness Training for Educational Professionals
- Established anonymous reporting mechanisms for school violence
- Sexual Harassment Training for Staff and Students
- Incident Command System (ICS) training for staff
- National Incident Management System (NIMS) training for emergency response team members
- Project SAVE Violence Prevention Training
- New York State Homeland Security for Schools training for staff
- New York State Project Save Guard training for staff
- Best Practices for School Safety (2004)
- New York State School Safety Guide (2013)
- New York State Guide to School Emergency Response Planning (2015)

- Collaboration with the Town of Minerva Emergency Preparedness Committee

Training, Drills, and Exercises

The Minerva Central School District has developed policies and procedures for annual multi-hazard school safety training for staff and students, including the strategies for implementing training related to multi-hazards. The district has established the following procedure(s) for annual multi-hazard school safety training for staff and students:

- The District will submit certification to NYSED that all district and school staff have undergone annual training on the emergency response plan, and that the school safety training includes components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire. The District will certify that all school staff receives this training by September 15th of each school year, or within 30 days of hire, whichever is sooner.
- Teachers shall review emergency response procedures on the first day of school with all students.
- Full participation in the Annual Early Dismissal - Go Home Evacuation Drill in November.
- District participation in the National Weather Service Annual Hazardous Weather Drill.
- Full participation in an annual evacuation and off-site sheltering drill.
- The District will conduct 4 Building Lockdown/Security Drills throughout the school year.
- The District conducts 8 Emergency Evacuation Drills annually.
- The District conducts 4 School Bus Safety and Evacuation Drills annually.
- Emergency Response Team members participate in one simulated tabletop exercise annually, which is used to test the building-level safety plan.
- The district has and will continue to conduct drills and other training exercises to test components of the emergency response in coordination with the following agencies:
 - Minerva Volunteer Fire Department and Rescue Squad
 - Town of Minerva Emergency Preparedness Committee
 - Essex County Sheriff's Department
 - Essex County Office of Fire Prevention/Emergency Services Disaster Preparedness
 - New York State Police Troop B
 - Capital Region BOCES Health Safety Risk Management Service
 - Essex County Public Health Department

Note: Directly following each test or drill a debriefing will be conducted to evaluate the exercise and determine if changes to the emergency response plan are necessary. Notes are taken during exercises and the debriefing, which are used during the evaluation process.

Implementation of School Security

The Minerva Central School District has developed policies and procedures related to school building security, including the following:

- Past participation in the Essex County Sheriff's Department DARE Program
- Security audits were conducted by local law enforcement, local fire department officials, insurance companies and BOCES risk management personnel.

- All visitors who enter the building are directed to the Main Office to sign-in and receive a badge. Anyone who is found in the building without a badge is directed back to the Main Office to sign in.
- Motion detectors have been installed in corridors.
- Security card system on front and back exterior doors. All staff was provided with a card and personal identification number.
- Secured front entrance with video surveillance and remote door access hardware.
- Digital video surveillance system.

Minerva Central School District has a contract with Essex County Sheriff's Office to employ a School Resource Officer. The contract is attached to **Appendix 1** of the District-wide School Safety Plan.

Note: Policies and procedures are continually being evaluated and shaped by real life experiences, such as bomb threats, forced entry into the school building with vandalism and outburst of potentially violent behavior by students.

Vital Educational Agency Information

The Minerva Central School is a one building PK-12 facility. The school facility houses 136 students and 45 administrative, teaching and support staff. A four-bay transportation building is also located on district property. One (1) employee (Head Mechanic) occupies the transportation facility. No other educational agency resides within the boundaries of the district. The district has collaborative agreements with neighboring school districts to provide sheltering and transportation in the event that those resources are needed.

B. Early Detection of Potentially Violent Behaviors

- The Minerva Central School District has policies and procedures for dissemination of informative materials regarding the early detection of potentially violent behaviors, including, but not limited to: the identification of family, community, and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information. The district has and continues to participate in programs such as: New York State Police "Walk Away For Safety" abduction prevention training, child abuse and prevention (mandated reporter) workshops, programs designed to provide staff with information in identifying potentially violent behaviors and other risk factors. The district additionally employs a staff psychologist, full time guidance director, full time special education teacher, and a full time school health officer/teacher who are instrumental in assisting the district in identifying early warning signs in students, early intervention/prevention strategies, and the development of violence prevention instruction for staff.

C. Hazard Identification

The identification of sites of potential emergencies is located in Section M (Maps & Diagrams) of the Building-level Emergency Response Plan. The location of potential hazards, such as: chemical storage, propane, potential fire hazards, electrical hazards, playground equipment, etc. are documented on a building and facility diagram. Potential off-site hazards are identified in Section W (County/Town Hazard Assessment) of the plan. The diagram was developed from hazard assessment surveys that were conducted by school personnel, fire safety inspectors, law enforcement agencies and risk management specialist.

Section III: Response

A. Notification and Activation of Internal and External Communications

- The district policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident are located in Section D (Emergency Communications) in the Building-level Emergency Response Plan. Section E (Incident Command System) of the plan identifies individuals who are authorized to initiate contact with local law enforcement agencies. All communications during an incident at the school will flow through the Incident Command Center. Emergency services will be requested through the 911 system.
- The Minerva Central School is a single building housing grades PK-12. In the event of an emergency staff, students and visitors will be contacted in one or more of the following manners:
 - ✓ Telephone
 - ✓ Intercom
 - ✓ Runner with verbal message
 - ✓ District Radio (walkie-talkie - 2-way radios) System
- The district has established guidelines for staff and students that in the event that they initially discover an emergency situation, or impending emergency, that they will notify the Principal and provide him/her with information on the nature of the event. In the event that the Principal cannot be reached, the Superintendent located in the Main Office will be contacted. These procedures are reviewed with staff on opening day of school and they review these procedures with students on the first day of classes.
- Section L (School Cancellation and Early Dismissal) and Section O (Community Notification) of the Building-level Emergency Response Plan provide procedures for contacting parents, guardians, or persons in parental relation to the students in the event of a violent incident or an early dismissal. This includes using local media in some instances, NTEC Automated Notification System, or use of a phone tree with emergency contact information provided by student's parents/legal guardians if necessary.

B. Situational Responses

- The district has developed multi-hazard response plans. These guidelines are present in Section F (Multi-Hazard Emergency Response Action Guidelines) in the Building-level Emergency Response Plan. The emergencies addressed in the plan include, but are not limited to:
 - Threats of Violence
 - Hostage/Kidnapping
 - Natural/Weather Related
 - Civil Disturbance
 - School Bus Accident
 - Gas Leak
 - Intruder
 - Explosion
 - Bomb Threat
 - Hazardous Materials
 - Mass Casualty
 - Biological
 - Radiological
 - Epidemics
- Others as determined by the Building-level School Safety Team

The guidelines provide basic instructions for responding to any given incidents, such as:

- Notifying school administrators of the incident
- Contacting emergency response agencies
- Assembling the emergency response team and implementing the incident command system
- Moving occupants from an area of danger to an area of safety
- Community/parent notification
- Sheltering or student release procedures
- Aftermath and recovery

Responding to Acts of Violence: Implied or Direct Threats

The Crisis Response Plan and Multi-Hazard Emergency Response Action Guidelines in each Building-Level Emergency Response Plan provides guidance on the districts policies and procedures for responding to implied or direct threats of violence by students (including to themselves), teachers, other school personnel and visitors to the school. The following types of procedure(s) are addressed in the plan, and could be used by the district:

- Contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.
- The use of staff trained in de-escalation or other strategies to diffuse the situation.
- Informing the Building Principal of implied or direct threat.
- Determining the level of threat with Superintendent/Designee.
- Contacting appropriate law enforcement agency, if necessary.
- Monitoring the situation, adjusting the district's response as appropriate, and include possible implementation of Emergency Response Team.
- Implement components of the Building Level Emergency Response Plan in an effort to protect the safety and wellbeing of students, staff and visitors.

Acts of Violence

Section F (Multi-Hazard Emergency Response Action Guidelines) in the Building-level Emergency Response Plan provides guidance on the districts policies and procedures for

responding to direct acts of violence by students, teachers, other school personnel and visitors to the school. The following types of procedure(s) are addressed in the plan, and could be used by the district:

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

Note: The Minerva Central School District "Code of Conduct" describes policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school.

Response Protocols

Section E (Incident Command System), Section F (Multi-Hazard Emergency Response Action Guidelines), Section H (Bomb Threats), and Section J (Emergency Security and Intruder Procedures) in the Building-level Emergency Response Plan provides guidance on the district's policies and procedures for responding to bomb threats, hostage takings, intrusions and kidnapping. 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.

Arrangements for Obtaining Emergency Assistance from Local Government

Section D (Emergency Communications) in the Building-level Emergency Response Plan provides guidance for obtaining assistance during emergencies from emergency services organizations and local government agencies. The following examples are the types of arrangements that could be used by the district:

- The superintendent or his or her designee in an emergency will contact the regional emergency dispatch center by calling 911. The dispatcher will determine the appropriate services needed by the school.
- The dispatcher will contact Donald Jaquish, Director of Essex County Disaster Preparedness. Mr. Jaquish will coordinate assistance with Federal/State or Local Government agencies for needed assistance.
- The superintendent or his or her designee contacts highest-ranking local Town of Minerva official to provide notification and/or request assistance.

Procedures for Obtaining Advice and Assistance from Local Government Officials

The district will utilize procedures outlined in Section D (Emergency Communications) and Section E (National Incident Management System and Incident Command System) in the Building-level Emergency Response Plan 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 types of procedures for obtaining advice and assistance from local governments during countywide emergencies could include the following:

- Superintendent/Designee in an emergency will contact emergency management coordinator and/or the highest-ranking local government official for obtaining advice and assistance.
- The district has identified resources for an emergency from the following agencies: County Civil Defense Office, Adirondack Chapter of the American Red Cross, Essex County Emergency Services Office, New York State Police, Essex County Public Health Department, Essex County Sheriff's Department, and Capital Region BOCES Health Safety Risk Management Services.

District Resources Available for Use in an Emergency

- Section N (District & Building Resources and Supply Inventory) in the Building-level Emergency Response Plan identifies the district resources, which may be available during an emergency, which could include the identification of resources, such as available facilities, blankets, cots, food supply, communications equipment, fire extinguishers, first aid supplies, flashlights, bull horn, district vehicles and buses.

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

- Section E (Incident Command System) and Sections Q (Emergency Medical Resource Personnel) in the Building-level Emergency Response Plan provide a description of the district's procedures to coordinate the use of resources and manpower during emergencies. These sections include the identification of the officials authorized to make decisions and the staff members assigned to provide assistance during emergencies.

Protective Action Options

- Section G (Emergency Evacuation Procedures), Section K (Emergency Sheltering Procedures), Section L (School Cancellation and Early Dismissal Procedures) in the Building-level Emergency Response Plan describes the following actions in response to an emergency where appropriate: school cancellation prior to the start of school, early dismissal, evacuation before, during and after school hours, and sheltering procedures.

Section IV: Recovery

A. District Support for Buildings

- Section C (Crisis Response Plan) and Section E (Incident Command System) in the Building-level Emergency Response Plan provides resources for supporting the Emergency Response Team and Post-Incident Response Team at Minerva Central School. The district's Incident Command System Plan identifies alternates to relieve team members, and interfaces with

the Crisis Response Plan to provide team members the opportunity to debrief and rehab in a controlled environment. Additionally, members of the Post-Incident Response Team will be provided with sufficient manpower to allow the rotation of personnel, and the opportunity to debrief and rehab in a controlled environment.

B. Disaster Mental Health Services

- The Administrative branch of the Post-Incident Response Team (Crisis Response Team) will work through the School Psychologist and Guidance Director, and School Health Officer to coordinate disaster mental health resources through the County Mental Health Department, community resources, neighboring school districts, and other disaster mental health resources to fully support members of the crisis response team.

 - A debriefing of the Post-Incident Response Team is an essential part of the recovery phase following an emergency incident. The debriefing will be used in part to evaluate the district's plan for possible revisions.
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Appendix 1: School Resource Officer Contract with Essex County Sheriff's Department. Please see section **6(b)(vii)** that designates discipline to school administrators.

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer ("SRO") Agreement ("Agreement") is made by and between **Essex County**, hereinafter referred to as "the County," with offices located at 7551 Court Street, Elizabethtown, New York 12932 and **Minerva Central School District**, hereinafter referred to as the "School District" with offices located at 1466 County Route 29, PO Box 39, Olmstedville, New York 12924.

WHEREAS, Article 5-G of the New York State General Municipal Law provides authority for municipal corporations to enter into agreements with each other for the performance between themselves of their respective functions, powers and duties on a contract basis; and

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

WHEREAS, the School District and the County have determined that it is in their mutual best interest to enter into this agreement and to provide for the assignment of an employee of the County to perform the duties of an SRO at the School District pursuant to General Municipal Law §209-v.

NOW, THEREFORE, the parties agree as follows:

1. General Terms and Conditions

- a. The County and the School District enter into this agreement for the purpose of placing an officer on site at the School District to serve as SRO. The County will assign such SRO based on a mutually agreeable schedule as set forth in this agreement. The School District will compensate the County for such services as set forth in this agreement.
- b. The County agrees that services rendered under this Agreement will be in compliance with applicable Federal and State Constitutional requirements, local laws, rules, regulations, including but not limited to, New York State Workers Compensation Law, New York State Civil Service Law, New York State General Municipal Law, and applicable regulations of the Commissioner of Education.
- c. The SRO shall be subject to all personnel policies and practices of the County, including any relevant collective bargaining agreement, and will perform duties under the supervision of the Essex County Sheriff and in compliance with such policies, procedures, practices, and the collective bargaining agreement.

- d. The School District agrees to secure the services of the County, and the County agrees to provide the services of an officer to serve in the SRO position designated by mutual agreement of the County and the School District from the first day of the academic year of the School District, until the last day of the academic year of the School District, excepting days when school is not in session.
- e. The County agrees to have one (1) SRO on site at the designated School District building(s) for four (4) hours each day that school is in session during the regular school year. The SRO shall be granted all legally required breaks (e.g. lunch when legally required).

2. Purpose and Objectives.

- a. Provide a police presence at the School District in order to promote and provide an atmosphere of enhanced safety for faculty, staff, students and school visitors.
- b. Provide a law enforcement resource to students, teachers, administrators and parents so as to:
 - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, and other related topics through formal and informal instructional strategies.
 - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- c. Facilitate crime prevention, law enforcement, and security consultation.
- d. Build lines of communication and promote positive attitudes between students and the Essex County Sheriff's Office.
- e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol and drugs, tobacco, and prohibited substances. They may also involve peer pressure and sexual activity.
- f. Provide a positive role model to the students.
- g. Provide education in law enforcement, as requested and appropriate.

3. Term

- a. The term of this agreement is one (1) school year commencing on the first day of the School District's academic year and ending on the last day of the School District's academic year, excepting provisions related to billing and payment, which shall remain in full force and effect until all invoices have been paid in full or otherwise resolved by the parties.

- b. This agreement may be terminated by either party on 30 days written notice at the address listed in this agreement. Any extension or renewal of this agreement must be authorized by both the School District and the County.

4. **Payment**

- a. **SRO Compensation.** The County will compensate the SRO in accordance with all applicable laws, regulations, applicable salary schedules, policies, and employment practices of the County, including any collective bargaining agreement pertaining to the SRO.

- b. **County Compensation.**

- i. The School District shall pay the County a total annual amount of \$20,000.00 for SRO services provided during the 2019-2020 school year in the following four installments:

- 1. September 1, 2019: \$5,000.00
- 2. December 1, 2019: \$5,000.00
- 3. March 1, 2020: \$5,000.00
- 4. June 1, 2020: \$5,000.00

- ii. All payments owed to the County by the School District under any term of this agreement shall be made within 30 calendar days following receipt of an invoice from the County.

- iii. **Absences.** In the event that County is unable to provide SRO coverage for all or part of a regularly scheduled school day due to approved vacation time, sick leave, personal leave, or other use of properly approved benefit time, the School District shall be entitled to a pro-rata reduction in payment amount specified in §4(b)(i). Such pro-rata reduction shall occur at the rate of \$27.77 per hour for a portion of the day. Both parties shall maintain records of SRO absences relative to this provision. However, it is expressly understood that the SRO may need to be absent for all or part of scheduled work days in order to fulfill obligations directly related to his or her performance of SRO and law enforcement duties. This is not intended to be a routine occurrence. The School District shall not be entitled to a pro-rata reduction for such absences.

- 5. **School District Duties.** In addition to any other requirement of the School District set forth in this agreement, the School District will:

- a. Train staff annually on the appropriate role of the SRO in schools, and the appropriate conditions under which the SRO may be requested.
- b. Review data collected by the County at least once each year pertaining to all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.
- c. Provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured.
- d. Provide SRO with access to general office equipment as necessary to completion of duties, such as copier, fax machine, etc.
- e. Acknowledge that the SRO may be required to attend, at the direction of the County, emergencies, special needs and training functions, or other events as deemed necessary by the County, and that such attendance may result in temporary absences of SRO from the School District during regularly scheduled hours.

6. County Duties.

- a. General Duties of the County. The County will:
 - i. Train the SRO regarding his/her role. Such training will encourage SRO to use discretion to minimize arrests for minor misbehaviors and use all available diversion programs prior to arrest. Such training may also include topical areas such as child and adolescent development and psychology, age appropriate responses, cultural competence, restorative justice techniques, special accommodations for students with disabilities, practices proven to improve school climate, and challenges relative to lesbian, gay, bisexual, transgender, and questioning students.
 - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The County will provide such data to the school at least once per year during the term of this agreement.

- iii. Cooperate with the School District to implement the SRO program with the least possible disruption to the educational process.

b. **Duties of the SRO.**

- i. Report directly to the Essex County Sherriff or his designee.
- ii. Serve at the direction of the School District, except to the extent that such directions conflict with Essex County Sheriff's Office policies and procedures.
- iii. Provide for the security and safety of all students, staff and visitors, protect school property and maintain order in and around the school site.
- iv. Attend Superintendent's hearings with students as requested by the School District.
- v. Provide intervention between students and/or staff by employing appropriate techniques to calm and control situations.
- vi. Under supervision of the Sheriff and in coordination with the School District's administration, investigate all crimes and incidents occurring on or in the vicinity of school grounds.
- vii. Report all violations of law, school rules, regulations, or policies to School District's administration. The SRO shall not enforce school rules or polices. All matters of school discipline shall be referred to the Principal.
- viii. Enforce all governing laws, rules, and regulations to assist the School District in complying with such laws, rules, and regulations.
- ix. Act as liaison with police and other emergency personnel.
- x. Act as liaison between the School District and the Essex County Sheriff's Office.
- xi. Advise School District of any circumstances or situation that may create a risk of harm to persons or property.
- xii. When feasible and when requested by the School District's officials, and in a manner that does not infringe upon an individual's Constitutional rights, screen persons entering school grounds or any building as requested.
- xiii. Become familiar with all hidden recesses in the building and check them periodically.
- xiv. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
- xv. Question any person not having appropriate identification to determine his/her status.
- xvi. Develop and maintain a positive relationship with students, faculty, staff, and administrators.

- xvii. When requested, participate in meetings with school officials, parents, or the School Board to assist in dispute resolution and/or in developing policies regarding school safety.
 - xviii. Provide information to students and staff regarding DWI's, weapons, sale of drugs, etc.
 - xix. Seize and store/dispose of any illegal substance or contraband seized by school officials as required for evidence in prosecution.
 - xx. Educate students and staff on crime prevention and safety.
 - xxi. Develop or expand crime prevention efforts for students.
 - xxii. The SRO shall abide by School District policies except to the extent that such policies conflict with the SRO's obligations as a law enforcement officer.
 - xxiii. All obligations of the SRO shall be met without discriminating on the basis of race, color, sex, gender, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- c. **Event Duties.** Upon request of the School District, the County will provide a SRO for events occurring outside normal school hours, such as athletic events, in order to provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
7. **Qualifications of SRO.** All persons performing SRO duties under this agreement shall be and remain at all times properly licensed and credentialed to perform such duties under all applicable laws, rules, and regulations. It shall be the responsibility of the County to ensure that any person performing SRO duties has such credentials and qualifications. The selection and assignment of the SRO shall be at the sole discretion of the Essex County Sheriff.
8. **Independent Contractor.** It is expressly agreed that the County will provide SRO services to the School District as an independent contractor. Any and all duties performed by the SRO under this agreement shall be performed in such capacity. The SRO shall not hold him or herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold him or herself out as having any authority or power to bind or create liability for the School District of any kind. As the SRO's employer, the County shall comply with all laws and regulations governing the payment of wages, benefits, insurance of any kind, retirement contributions, or any other payment that may be required by any lawful authority. The County further agrees to indemnify and hold the School District harmless

against any claim related to either parties' failure to make such payments or comply with such regulations as they relate to the SRO. This provision shall survive any expiration, termination, or renewal of this agreement.

9. **SRO Supervision.** To the extent the School District wishes to direct the means and methods of the SRO in the performance of his or her duties, such requests shall be made to the SRO and the parties shall attempt to reach a mutual agreement as to the specifics of SRO duties at the School District. In the event of a disagreement that cannot be resolved between the School District and the SRO, the School District shall discuss the issue with the Essex County Sheriff and seek a resolution. An SRO assigned to the School District is under the direct supervision of the Essex County Sheriff or his designee at all times, and to the extent that the wishes of the School District conflict with the applicable policies, procedures, and judgement of the Essex County Sheriff, such policies, procedures, and judgment will control. The School District shall have no power under this agreement to direct the manner, means, details, or methods by which the SRO, Essex County Sheriff's Office, or its agents perform services under this agreement except as provided herein.

10. **Staffing Contingencies.**

- a. **Absences.** In the event an assigned SRO is to be absent from work, the SRO shall notify his supervisor. The County shall immediately notify the Superintendent that the assigned SRO will be absent. The School District expressly understands that replacements will not be available for short term sickness, training days, or other authorized short term absences necessitated by other required duties, or the SRO's entitlements to take personal and/or vacation time. Although not intended to be a frequent or regular occurrence, the School District expressly understands that due to the varying staffing demands and contingencies on any particular day, occasional absences may occur, whether for an entire day, or a portion of the regularly scheduled hours.
- b. **Emergencies.** The School District expressly understands that due to the varied and unpredictable nature of law enforcement work, there may be circumstances which require the SRO to depart school grounds immediately in order to assist other law enforcement officers or the general public. Such actions will be at the sole discretion of the Essex County Sheriff and/or his designees or agents. It is expressly understood that absences due to emergency response requirements will not invalidate this agreement in whole or in part.
- c. **Replacements and Removals.** In the event that the Superintendent and/or the County determine that the work of an SRO is unsatisfactory, the Superintendent and the County shall meet to seek mutual agreement and corrective action. If unable to agree, then either party, on written notice to the other, may terminate the SRO's assignment at the School District. The parties shall then determine if a

replacement SRO can be assigned, and what changes can be made to remedy the situation.

- i. Regardless of the above provision, the parties shall comply with the New York State Civil Service Law prior to any termination or reassignment of the SRO.
 - ii. In the event of resignation, dismissal, reassignment, or long term absence by the assigned SRO, the County shall provide a temporary replacement SRO for the School District as soon as practicable, but in no event later than 30 calendar days from commencement of such absence. The County shall then identify a permanent replacement as soon as practicable.
11. **Confidentiality.** The parties agree that all information exchanged pursuant to this agreement is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in this agreement.

12. **Indemnification.**

- a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or agents, the School District 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, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder or breach of this agreement by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto, up to and including any appeals.
- b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents, 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, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder or breach of this agreement by the County; and the County shall provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto, up to and including any appeals.

13. **Insurance.**

- a. The School District shall maintain insurance coverages in the types and amount that satisfy the requirements outlined in Appendix A. The County and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The School District shall provide proof of statutory coverage in compliance with New York State Worker's Compensation Law and a copy of the applicable Additional Insured endorsement for evidencing the coverage outlines herein.

14. **Search and Seizure Procedures**

- a. The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has probable cause to believe that a student or staff member is armed. When executing a search as outlined in this provision, and as otherwise stated in this agreement, the SRO will not be considered an agent of the School District when conducting lawful searches in which evidence for prosecution may be obtained.
- b. The procedural safeguards set forth above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent or building administrator may conduct an administrative search and the SRO may observe on the School District's behalf.

15. **Records Retention.** The parties agree that the County will maintain all records in connection with this agreement for a period of four (4) years, and make such records available for audit by the New York State Department of Education and New York State Audit and Control upon request. Upon the School District's request for any such records, the County shall provide copies of such records within a reasonable period of time, to the extent that such disclosure is not in violation of any federal or New York State law, rule, or regulation.

16. **Non- Appropriation.** In the event that funds become unavailable or unapproved in sufficient quantity to fund the services outlined in this agreement, the School District shall have the option to immediately terminate this agreement on written notice to the County. In such event, the School District's only remaining obligation to the County shall be for costs actually incurred up to the time of termination of the agreement.

17. **Possession of Firearm on School Grounds.** The parties agree that the SRO may maintain possession of a firearm on school grounds and in the performance of his/her

duties as an SRO, as permitted by applicable provisions of New York State Law and his/her status as a law enforcement officer. In the event any changes to such laws prohibit an SRO from carrying a firearm on school grounds, this provision will become null and void, and such law will govern.

18. **Governing Law.** This agreement shall be construed and interpreted in accordance with the laws of New York State.
19. **Assignment.** This agreement may not be assigned by either party.
20. **Interpretation.** The language of all parts of this agreement in all cases shall be construed as a whole, according to its fair and common meaning, unless otherwise specified herein, and not strictly for or against either part, regardless of which party drafted this agreement.
21. **Waiver.** The failure of any party to insist on the strict performance of any provision of this agreement or to exercise any right under this agreement shall not constitute a waiver of such provision or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
22. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions on this agreement shall be valid only when expressed in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.




David Reynolds, Essex County Sheriff

Date: 8/19/19



Daniel Palmer, Essex County Manager

Date: 9/6/19



Timothy Farrell, Superintendent

Date: 08/01/2019

APPENDIX A

INSURANCE REQUIREMENTS

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees, *except that in the event the Contractor has no employees and is exempt by law from having such insurance coverage the Contractor may provide an exemption statement.*

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

Appendix 2: Required Plan Development Procedures: District-wide School Safety Team & District-wide School Safety Plan Review and Public Comment

Public Hearing Date	Public Comment Dates	BOE Review & Approval Date	District-wide School Safety Team Appointment Date

Communicable Disease - Pandemic Continuity of Operations Plan

This Continuity of Operations Plan (plan) has been developed to meet the requirements of subsection (2)(m) of Education Law §2801-a which requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. This plan is built upon the components of the District-Wide School Safety and the Building-Level Emergency Response Plan(s). The Plan includes elements of COVID-19 Reopening Plan and will be updated regularly to reflect current guidance and best practices. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this plan and implementation at the building level through the Building-Level Emergency Response Team.

The district will work closely with the Essex County Department of Health (local health department) to determine the need for activation of this plan. The district will report suspected and confirmed cases of communicable diseases (e.g., influenza, coronavirus, etc.) on the monthly Communicable Disease Report, (DMS-485.7/93; HE-112.4/81) and submit it to the local health department. Depending on the severity of the disease, the district may be required to report information more frequently and in another format (i.e., daily for COVID-19).

The local health department will monitor county-wide communicable disease cases and inform school districts as to appropriate actions.

When this plan is activated, the District-Wide School Safety Team may invite additional people to the meetings to aid in the planning efforts:

- District Medical Director
- School nurse(s)
- Technology Director
- Human Resources Director
- Business Official
- Facility Director
- Food Service Director
- Transportation Coordinator
- Public Information Officer
- Curriculum Director

Communication with parents, students, staff, and the school community is important throughout a pandemic outbreak. Communication methods will include postings to the district website, general mailings, email, social media, school communication apps, and the public media. The district **Superintendent, Mr. Kyle H. McFarland** has been designated to coordinate this effort.

Essential Positions/Titles

The district has developed this plan to prepare for any future government ordered shutdowns that may occur, similar to the coronavirus shutdown in the spring of 2020. Attachment 1 includes a list of essential positions that would be required to be on-site or in district to continue to function as opposed to those positions that could work remotely. The list includes:

- Title – a list of positions/titles considered essential (i.e., could not work remotely) in the event of a state-ordered reduction of in-person workforce.
- Description – brief description of job function.
- Justification - brief description of critical responsibilities that could not be provided remotely.
- Work Shift – brief description of how work shifts of essential employees and/or contractors will be staggered in order to reduce overcrowding in the district.
- Protocol – how precise hours and work locations, including off-site visits, will be documented for essential employees and contractors.

Working/Learning Remotely

The District will assess devices and technology needs of all non-essential employees and contractors in order to enable telecommuting.

Options for assessing district needs include stakeholder meetings or surveys to ascertain

- Who will need devices and/or peripherals at home,
- What programs will need to be added to these devices, and
- The availability of viable existing at-home Internet service.

The information from these surveys will be used to determine what items need to be purchased, which programs need to be installed on devices and if appropriate Internet bandwidth can be provided to those in need

Reducing Risk

Depending on the exact nature of the communicable disease and its impact, the district is prepared to use the strategies below to reduce traffic congestion and maintain social distancing:

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

The district may need to include additional strategies based on updated federal, state, and local guidance.

Personal Protective Equipment (PPE) and Face Coverings

The district will procure a six-month supply of face coverings and PPE required for essential work tasks. Disposable PPE will be provided in quantities of at least two pieces per work day.

PPE Type	Task/Role
N-95	Nurses/Nurses' Aides Cleaners/Custodians (based on disinfectants used)
Face Shields	Nurses/Nurses' Aides

	Special Education
Gowns	Nurses/Nurses' Aides Special Education
Gloves	Nurses/Nurses' Aides Special Education Cleaners/Custodians Maintenance/Mechanics
Cloth Face Coverings*	All faculty, staff and students

* Cloth face coverings are not considered personal protective equipment by OSHA because their capability to protect the wearer is unknown. However, cloth face coverings are important as a source control for COVID-19 and provides some protection to the wearer. As such, OSHA strongly encourages workers to wear face coverings.

Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to ensure they are physically able to do so.

The use of cloth face coverings to reduce the spread of communicable diseases is important to the health and safety of faculty, staff and students. Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected (asymptomatic) and are essential when physical distancing is difficult. Information will be provided to faculty, staff and students on proper use, removal, and cleaning of cloth face coverings. All faculty, staff and students will be encouraged to utilize their own personal face coverings but the district will secure and provide face coverings as needed.

PPE and face coverings will be stored in a manner which will prevent degradation. These supplies will be monitored to ensure integrity and track usage rates.

Continuity of Operations

Continuity of operations could be severely impacted by a loss of staff. The table below describes the procedures for maintaining essential functions and services by planning for backup personnel.

Role/Topic	Task	Backups
Overall Operations	Have decision-making authority for the district. Make district policies and procedures to reflect crisis response.	Those listed below are assigned to this role: Superintendent Director of Student Services Business Manager Director of Facilities
Business Office	Maintain overall function and facilities operation. Review essential functions and responsibilities of back-up personnel. Monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary	Purchasing <ul style="list-style-type: none"> ● Superintendent ● Business Manager ● Director of Student Services ● Facilities Director Payroll <ul style="list-style-type: none"> ● Business Manager/Office

		<p>Insert additional functions</p> <ul style="list-style-type: none"> ● Superintendent ● Director of Facilities ● Business Manager
Facilities	<p>Keep the Business Office informed of staffing issues and of the point at which buildings can no longer be maintained</p> <p>Provided building administrators with procedures for maintaining essential building functions (e.g., HVAC system operation, alarms, security, etc.) along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems</p> <p>Meet with staff and monitor their ability to maintain essential function</p>	<ul style="list-style-type: none"> ● Superintendent ● Director of Facilities ● Director of Facilities ● Superintendent ● Director of Facilities
Human Resources	<p>Monitors absenteeism and ensures appropriate delegation of authority</p> <p>Work with bargaining units to develop the plan for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc.</p>	<p>Recruitment/Staffing</p> <ul style="list-style-type: none"> ● Superintendent ● Business Office <p>Workplace Safety</p> <ul style="list-style-type: none"> ● Superintendent ● Director of Facilities <p>Training</p> <ul style="list-style-type: none"> ● Superintendent <p>Labor Law Compliance</p> <ul style="list-style-type: none"> ● Superintendent ● Business Office <p>Compensation Planning</p> <ul style="list-style-type: none"> ● Superintendent ● Business Office <p>Union Communication</p> <ul style="list-style-type: none"> ● MCS President
Continuity of Instruction	<p>Will be implemented in the event of significant absences or school closure. Alternate learning strategies will include:</p> <ul style="list-style-type: none"> ● Hard copy, self-directed lessons ● Use of mobile media storage devices for lessons (CDs, Jump Drives, IPads) ● On-line instruction; on-line resources; on-line textbooks 	

	<ul style="list-style-type: none">● Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings
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Response

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the local health department and other experts.

- The Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the plan's activation and review responsibilities and communication procedures.
- Communications will work closely with the Informational Technology Department to re-test all communication systems to ensure proper function. The District-wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- An alert will be sent to the school community upon activation of this plan. The communication will be based on the latest information from federal, state and local health authorities.
- If the decision is made to close a school building, the district will notify the NYS Education Department and District Superintendent.

The district will assign a communicable disease safety coordinator, Superintendent and School Nurse, whose responsibilities include continuous compliance with all aspects of the district's reopening plan and any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or "new normal" levels. The coordinators shall be the main contact upon the identification of positive communicable disease cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the public health emergency and plans implemented by the school.

Hand Hygiene

Faculty, staff, and students will be trained on proper hand hygiene. Information will be provided to parents and/or legal guardians on ways to reinforce hand hygiene at home. The district will provide stations around the school buildings:

- For hand washing: soap, running water, and disposable paper towels.
- For hand sanitizing: an alcohol-based hand sanitizer containing at least 60% alcohol for areas where hand washing facilities may not be available or practical.
- Accommodations for students who cannot use hand sanitizer will be made.

Communicable Disease Exposures

The district must be prepared for communicable disease outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. The Centers for Disease Control and Prevention (CDC) and New York State Department of Health (NYSDOH) have provided recommendations for strategies to follow after an exposure:

- Close off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Open outside doors and windows to increase air circulation in the area.
- Wait at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;

- Clean and disinfect all areas used by the person suspected or confirmed to have a communicable disease, such as offices, classrooms, bathrooms, lockers, and common areas.
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- Individuals without close or proximate contact with the person suspected or confirmed to have a communicable disease can return to the area and resume school activities immediately after cleaning and disinfection.
- If more than seven days have passed since the person who is suspected or confirmed to have a communicable disease visited or used the facility, additional cleaning or disinfection is not necessary, but routine cleaning and disinfection should continue.

Contact Tracing

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

Districts may assist with contact tracing by:

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

The district, in consultation with the local health department, will determine what process will be followed when communicable disease cases are discovered in the school (e.g., how many individuals will be quarantined, closing of areas or classrooms, etc.).

Confidentiality must be maintained as required by federal and state laws and regulations. School staff should not try to determine who is to be excluded from school based on contact without guidance and direction from the local health department.

Returning after Illness

The district has established protocols and procedures, in consultation with the local health department(s), about the requirements for determining when individuals, particularly students, who screened positive for communicable disease symptoms can return to the in-person learning environment at school. This protocol includes:

- Documentation from a health care provider following evaluation
- Negative COVID-19 diagnostic test result
- Symptom resolution, or if positive for a communicable disease, release from isolation

The district will refer to the NYSDOH's "[Pre-K to Gr 12 COVID-19 Toolkit](#)" and other applicable guidance regarding protocols and policies for faculty, staff, and students seeking to return to work after a suspected or confirmed communicable disease case or after the faculty or staff member had close or proximate contact with a person with a communicable disease.

The district requires that individuals who were exposed to a communicable disease complete quarantine and have no symptoms before returning to in-person learning. The discharge of an individual from quarantine and return to school will be conducted in coordination with the local health department.

Cleaning/Disinfecting

The district will ensure adherence to hygiene and cleaning and disinfection requirements as advised by the CDC and NYSDOH, including “[Guidance for Cleaning and Disinfection - Public Spaces, Workplaces, Businesses, Schools and Homes](#)” and other guidance, as applicable.

Attachment 2 describes cleaning and disinfection protocols and procedures for the district. Regular cleaning and disinfection of the facilities will occur, including more frequent cleaning and disinfection for high-risk and frequently touched surfaces. This will include desks and cafeteria tables, which will be cleaned and disinfected between each individual’s use. Cleaning and disinfection will be rigorous and ongoing and will occur at least daily, or more frequently as needed.

The district will ensure regular cleaning and disinfection of restrooms. Restrooms will be cleaned and disinfected more often depending on frequency of use.

Housing for Essential Employees

[Emergency housing for essential workers is not considered to be required for school faculty and staff.]

Recovery

Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. The district will

- Work toward a smooth transition from the existing learning methods to the normal process.
- Use the described communication methods to keep the school community aware of the transition process.
- Work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- Evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.

Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention. The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to de-brief and determine lessons learned with input from *all essential functions*. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be updated accordingly.

Curriculum activities that may address the crisis will be developed and *implemented*.

Attachment 1 – Essential Positions

Title	Description	Justification	Work Shift	Protocol
Superintendent	Responsible to oversee all district-level decision making, approve purchases, leaves, furloughs, layoffs and dismissals as well as opening and closing of school.	This position is essential to all functions of Human Resources, Instruction, Facility Management, Risk Management, Safety and Budget.	Typical work shift is day hours with additional hours for evening meetings. In a pandemic, available at all times including weekends and holidays.	Maintain the position at all times as essential to district function.
Central Administration	The Business Manager manages all financial transactions, finalizes purchases, maintains budget, insurance, bonding, and grants.	There is a single person in the category of Central Administration. This function is considered essential to the function of the district.	Normal day shift. As the Business Manager was provided an at-home office for part of his function, he can shift his work schedule if needed.	Maintain the position at all times as essential to district function
Human Resources	Responsible for payroll, benefits, recording absences, leaves, seniority	There is one payroll clerk and one backup person for this position who also manages purchasing. They are essential to the human resources function of the district.	Normal day shift. As the payroll clerk was provided an at-home office for part of her function, she can shift her work time if needed	Maintain the position at all times as essential to district function

<p>Facilities Services, Transportation, Security</p>	<p>Responsibility to all facility management, custodial oversight, heat and water, safety, and weather-related issues.</p> <p>Custodians, groundskeepers are essential to the function of the building. It may be possible to furlough some staff or reduce hours depending on the work schedule to be determined.</p> <p>Bus drivers, while essential to the function of in-person educational services, may be reduced and/or furloughed in the event of a prolonged remote instructional period.</p>	<p>The district functions with a single person in each responsibility category. By definition these each are essential to the function of the district on a daily basis.</p>	<p>Normal day shift.</p> <p>As the Director of Facilities was provided an at-home office for part of his function, he can shift his work time if needed.</p>	<p>Maintain the position at all times as essential to district function</p>
<p>Food Service</p>	<p>The position of Food Service Worker is also essential to the provision of food to</p>	<p>We are legally required to have a director to manage</p>	<p>Normal day shift, part-time</p>	<p>The responsibility for this position will need to be maintained as we continue to provide</p>

	students. However it may be possible to furlough some of the staff relative to the families in need remotely for food.	appropriate food and servings for students.		food services even in remote mode.
Communications	Data and Communications is comprised of a team through Minerva Central School	The team coordinates all student data for the RIC, maintains state reports, advises for homeless situations, maintains the website and oversees all district communications. The position can be flexible but will need to maintain a regular schedule during remote education to effectively communicate with parents and the community.	Normal day shift	Maintain the position at all times as essential to district function.
Technology	Information Technology is composed of a team through BOCES and the Districts. The team is responsible to maintain all district	The team coordinates all of the technology both in-district and remotely, maintains processes and purchases and updates, and serves as	Normal day shift	This position can be available outside of normal work hours or work at different assigned times as deemed necessary.

	connections and neric services, maintain software updates and installation, oversee Ed Law 2d compliance, technology check-out and check-in during remote education, review and update student information management systems, and coordinate training for teachers and staff in the general area of technology and curriculum.	project manager for migration to a new student information system. This is the only position that specifically manages the area of technology for the district and is therefore essential.		
Instructional Programs Oversight	The MCS Principal holds primary responsibility to maintain the integrity and professional development in support of the school's instructional program. This includes grade level and department meetings, shared decision making, professional development planning,	The Principal is the same as the Superintendent at Minerva Central School.	Normal day shift Evenings weekends necessary and as	Maintain the position at all times as essential to district function.

	and working with Teacher Leaders.			
Athletics	The Athletic Director is a stipend, part-time position. During a pandemic, this position provides connection to the League update and changes in schedule.	Although many sports have been ultimately canceled, the uncertainty of scheduling has resulted in more planning than actually holding training or games. It would be difficult to eliminate this position as we would lose contact with the regional and state planning with no one to attend the meetings.	Works as needed	Maintain the position at all times as essential to district function
Special Education	The Special Education department is maintained by a CSE Chair whose duties are non-administrative. This position is responsible to coordinate all CSE meetings and child finds.	There is no one else with room in their schedule to fill the responsibilities of this position. Even in a remote mode, the district must maintain the federal and state requirements for FAPE.	Normal day shift	Maintain the position at all times as essential to district function

Attachment 2 – Cleaning and Disinfection Protocols and Procedures

Room Types/Areas	Cleaning Frequency	Disinfection Frequency	Responsible Party	Additional Information
Classrooms	Daily	2x week	Custodial staff; staff and teachers	Doors, desks, chairs, and floors
Restrooms	2x daily	2x week	Custodial staff	Doors and sinks will be done twice daily. Floors will be done once daily.
Health Offices/Isolation Rooms	Various	2 x week	Nursing staff; Custodial staff	Cots, bathrooms and health office equipment will be cleaned after each use. Floors will be done once daily.
Breakrooms	Daily	2 x week	Custodial staff	Doors, tables, chairs and floors
Cafeterias/Kitchens	Various	2 x week	Custodial staff; staff and teachers	Tables and chairs will be cleaned/disinfected in between each group's use. Floors will be done once daily.
Outside Seating Areas	Various	Various	Custodial staff; staff and teachers	Tables and chairs will be cleaned/disinfected in between each group's use. Floors will be done once daily.
Computer Labs	Various	2 x week	Custodial staff; staff and teachers	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Science Labs	Daily	2 x week	Custodial staff; staff and teachers	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Maintenance Office and Work Areas	Daily	2 x week	Custodial staff	Doors, desks, chairs, and floors
Bus Garage	Daily	Various	Custodial staff; Transportation staff	Bathroom, doors, desks, chairs, and floors
Libraries	Daily	2 x week	Custodial staff; Librarians	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Playgrounds	As needed	Various	Custodial staff	
School Buses	Daily	2 x week	Transportation staff	High contact spots will be cleaned after the morning (AM) runs and cleaned/disinfected after the afternoon (PM) run.
School Vehicles	After each use	After each use	Staff using vehicles	

Administrative Offices	Daily	2 x week	Custodial staff	Doors, desks, chairs, and floors
Large Meeting Areas (e.g., gymnasiums, auditoriums, music rooms)	Daily	2 x week	Custodial Staff Teachers	These areas are not going to be used for large groups. Some of them are used for classrooms when providing in-person instruction. During remote instruction, these areas will not be used. When these areas will be returned to use, then they will be cleaned as indicated.
Athletic Training Rooms, Locker Rooms	Daily	2 x week	Custodial staff	These areas are not going to be used. When these areas will be returned to use, then they will be cleaned as indicated.
Frequently touched surfaces (e.g., doorknobs, light switches, elevator buttons, copy machine buttons, handles, etc.)	2x daily	2x daily	Custodial staff Teachers Aides	
Shared frequently touched surfaces (e.g., keyboards, desks, phones, laptops, tablets, remote controls, etc.)	After each use	After each use	Staff using shared surfaces	
Shared equipment (e.g., hand tools, facilities equipment, groundskeeping equipment, golf cart, etc.)	After each use	After each use	Staff using equipment	

Only district approved chemicals will be used. At no time will students be allowed use cleaners or disinfectant

