

Updated 7/13/2022

# Holland Patent Central School District District-wide School Safety Plan

*Commissioner's Regulation 155.17*

*Adopted:*

## 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.

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

## Public Health Emergencies – Communicable Disease

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential with justification for that determination.

- 2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.
- 4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Details on this Plan are included in Appendix A Public Employer Emergency Plan  
(Communicable Disease - Pandemic Plan).

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## Section I: General Considerations and Planning Guidelines

### A. Purpose

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

As referenced in the previous section, **School District** has appointed a District-Wide Safety Team that includes, but is not limited to, representatives of: School board, Teacher organizations, Administrator organizations, School safety personnel, Parent organizations, Law enforcement, Student (at discretion of BOE) and other school personnel. The members of the team and their positions or affiliations are as follows:

Members Name	Title
Dr. Cheryl Venettozzi	Superintendent
Nicholas Panuccio	Asst. Superintendent of Business & Finance
William Paolozzi	School Board Member
Kenneth Smith	Director of Facilities
Russell Stevener Jr	HS Principal
Lisa Gentile	MS Principal
Sarah Vergis	HPE Principal
Kristin Casab	GWF Principal
Justin Barlow	MS Assistant Principal/Athletic Director
Christopher Roberts	Transportation Supervisor
John Brown Jr.	CSEA President
Kevin Kalk	Barneveld Fire Chief
Ian Brucker	Holland Patent Fire Chief
Mike Anania	Westernville Fire Chief
Bill Sutherland	Stittville Fire Chief
John Stark	Floyd Fire Chief
Special Patrol Officers	Oneida County Sheriff (SPO)
Risk Management Coordinator	Utica National Insurance Rep.
Patty Cerio, Michael Colangelo	BOCES Safety Office

This District-Wide Safety Team was approved by the Board on 12/15/2021.

### **C. Identification of the Chief Emergency Officer (CEO)**

The Holland Patent Central School District has appointed Dr. Cheryl Venettozzi as the Chief Emergency Officer. The Board appointed Dr. Venettozzi on 12/1/2021.

The responsibilities of the CEO include, but not be limited to:

- a) Coordination of the communication between school staff, law enforcement, and other first responders;
- b) Lead the efforts of the District-Wide Safety Team in the completion and yearly update of the District-Wide School Safety Plan, by September 15<sup>th</sup> and the coordination of the District-Wide Plan with the Building-Level Emergency Response Plans;
- c) Ensure staff understanding of the District-Wide School Safety Plan;
- d) Ensure the completion and yearly update of Building-Level Emergency Response Plans for each school building by the dates designated by the Commissioner;
- e) Assist in the selection of security related technology and development of procedures for the use of such technology;
- f) Coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan by September 15<sup>th</sup> annually;
- g) Ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law Section 807.

### **D. 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 division 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 District 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 division will be by the Building Emergency Response Team.
- Upon activation of the Building Emergency Response Team, the Superintendent or 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.

### **E. 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.

- 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 and no later than October 1<sup>st</sup> of each year. In addition, the Building Safety Plans will be sent to the New York State Police, Oneida County Sheriff’s Office and the Local Police Agency(ies).
- 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 1st of each year after its adoption by the Board.
- While linked to the District-Wide School Safety Plan, Building-Level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provisions of the law, in accordance with Education Law Section 2801-a. Building-Level Emergency Response Plans will be provided to the New York State Police, Oneida County Sheriff’s Office and Police Department(s) within 30 days of adoption and no later than October 1<sup>st</sup> of each year.

Task	Date(s)
District-Wide Safety Team annual review date	7/1/2022
District-Wide School Safety Plan – Public comment period (began & ended)	7/15/22 - 8/14/22
Public Hearing	8/15/22
District-Wide School Safety Plan approved by Board	8/15/22
District-Wide School Safety Plan posted to website	7/15/22
URL of District-Wide School Safety Plan verified	7/15/22

## Section II: Risk Reduction/Prevention and Intervention

### A. 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 District. Many of these components serve as both prevention and risk reduction tools.

### Program Initiatives

The District recognizes the importance of programs and activities that improve the school climate and communication throughout the school community and that encourages the reporting of potentially dangerous, suspicious or violent behavior. Such efforts serve to

improve the security, safety and quality of life for all those in the community. The following is a partial list of such current initiatives:

- School Resource Officer Program/presentations
- Connected Community Schools
- Other programs, projects and activities

The district encourages all divisions to develop strategies that support a positive safe learning environment for students, such as community involvement in the schools, mentoring programs, or adjusting scheduling to minimize potential for conflicts or altercations.

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

The District will ensure that each building conducts drills and exercises to test the components of their respective building-level plan. To comply with Education Law §807, each school must conduct 4 lock-down and 8 evacuation drills (12 drills total) each year. 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 for various types of hazards will be conducted for staff and students on selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. This training will identify various types of hazards that could occur, response actions that should be employed, as well as training on violence prevention and mental health. Students should be informed, in a non-traumatizing way, about different types of responses that can be used. This type of training will be conducted before September 15<sup>th</sup> annually, new employees will be trained within 30 days of hire.

Each drill/exercise will be followed with a debrief session for all staff involved and suggestions/recommendations that will improve response actions and protocols in the future.

Additional drills will be held during summer school, if summer school is being conducted with one of the drills completed during the first week of summer school.

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.

By October 1<sup>st</sup> of each year, written information regarding emergency procedures will be given to students and staff.

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

### ***Implementation of School Safety & Building Security***

#### **Routine Precautions by all staff**

All staff are expected to immediately report to their respective principal and/or supervisor about 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 building is tasked with implementing this policy while tailoring it to the specific needs of their program. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day. Doors shall not be propped open so that safety, security and fire code regulations can be maintained. 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/business day.

Once secured for the instructional/business day, the divisions 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 District also utilizes 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 employees are issued photo identification badges that are to be **displayed at all times** while on District property to assist visitors, students and staff in identifying employees as well as possible intruders.

### **Visitor policy**

All visitors should report to the main office upon entry into the building. Visitors will sign-in and be issued a name badge, which needs to be visible at all times. Visitors are required to sign-in and out where they first entered the building.

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

### **Student Sign-Out Procedures**



The District is diligent in ensuring that only those persons authorized to sign-out students are allowed to do so. 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 to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

### **School Safety Assessment**

School safety assessment – a strategic evaluation and facilities audit to identify emerging and potential school safety problems.

### **Fire Alarm**

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

### **School Resource Officer**

The District contracts with the Oneida County Sheriff's Office to provide a School Resource Officer on campus during the school day. The School Resource Officer acts as the liaison between students and staff and will field anonymous reports of acts of violence and bullying.

### **Random Drug Sniffing Canine Search**

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

### ***Vital Educational Agency Information***

The District maintains general information located at the District, including information on school population, number of staff, transportation needs, and the telephone numbers of key officials.

## **B. 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 all phases of staff professional development. Communication strategies are utilized to deter potentially violent incidents with the establishment of various programs.

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, 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.

**Strategies for Improving Communication Among Students and Between Students and Staff and Reporting of Potentially Violent Incidents**

The District recognizes the importance of good communication among students and between students and staff. All parties are encouraged to strive for improvement at all times. Sharing information is the first line of defense in keeping students safe. It is vital that students understand that reporting information about potential problems is a way of preventing harm to another. Reporting concerns that may impact on the safety and health of others is the responsibility of the entire District’s community.

Short term and long-term strategies to bettering communication and preventing violence at the District include:

- Set clear expectations for students and communicate these standards to students, staff and parents. (Code of Conduct)
- Pay attention to what students are saying
- Encourage communication among parents, student, staff and community members
- Train staff to listen and question effectively
- Institute programs, initiatives and community service students to promote character development.

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

**C. Hazard Identification**

The list of sites of potential emergencies include: Main building, playground area, properties adjacent to the building, buses, off-site field trips, and commercial areas adjacent to school property. Each individual Building Health and Safety Team has assessed their own division for any unique hazards and has documented them on their respective Building-Level Emergency Response Plans. The District has developed multi-hazard response plans, based on the Incident Command System and the National Incident Management System (NIMS), for the following emergency situations:

**Multi-Hazard List**

Hazard Category	Type
Civil Disturbance	Bomb Threat, Intruder Alert, Hostage Taking, Kidnapping, Physical Assault or Threat
Environmental Emergency	Flood, Hazardous Materials Incident, Snow/Ice Storm, Tornado Warning, Thunder/Lightning Storm, Wind Storm, Fire, Explosion, Gas Leak
Building Failure	System Failure, Structural Failure

Medical Emergency	Sick/Injured Person, School Bus/Car Accident, Mass Illness/Epidemic, Influenza Pandemic/Pandemic
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**Identified Onsite Hazards**

- Various chemical storage areas
- Welding/hot work area
- Indoor vehicle transportation areas
- Compressed gas storage areas
- Paint spray booths
- Areas of student congregation
- Student/teacher/administrator conference areas
- Boiler/mechanical rooms

**Identified Offsite Hazards**

- Major highways (chemical transport)
- Airport (flight path)
- Railroad
- Certain industrial sites (refineries, etc.)
- Creeks

**D. Construction and Capital Project Safety**

The District will take steps to ensure the safety and security of the students and staff during periods of construction. This requirement may include conducting background checks on workers, maintaining sufficient and appropriate emergency egress routes, and notifying building occupants of any changes.

The District Safety Committee, or a subcommittee thereof, may be involved in monitoring safety during construction projects as needed. The Committee may include: the Superintendent, Director of Facilities, members of the Safety Office, Administration team members, architect, construction manager, and contractors. The Committee will hold additional meetings as needed to review issues and address complaints related to health and safety resulting from the construction project.

**Section III: General Emergency Response Planning and Response to Threats and Acts of Violence**

**A. Notification and Activation (Internal and External Communications)**

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established through the participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plans. Internal communication is also of prime importance and will be specifically defined in each Building-Level Emergency Response Plan.

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. The District maintains a list of local law enforcement agencies, and the designation of the individual who is authorized to contact the law enforcement agencies.

The methods used for notifications of a disaster or an act of violence include the following possible forms of communication: Oneida County Emergency Services, telephone, e-mail, portable radio system, NOAA weather radio, District maintained website, intercom or PA system, local media, and others as appropriate or necessary.

The plans may specify that in the event of an emergency, or impending emergency, the District will notify all principals/designees within the complex to take the appropriate action.

The District may utilize the resources of the Oneida County Emergency E911 Center and other messaging means 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 may also use local media in some instances or post information on the website.

## **B. Situational Responses**

### ***Multi-Hazard Response***

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

There are many variables that could impact the manner in which the Building Emergency Response Team responds 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 the 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. In the event that the following response actions, emergency closing, early dismissal, evacuation, shelter-in-place, lockdown, lockout are activated, the following actions will be implemented. For example: a response protocol could include the following steps:

1. Assess the situation – Incident Commander/Designee
2. Response Action Implementation
3. Notification of Parents/Guardians
4. Recovery
5. Evaluation

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.

The District Superintendent is designated as the Chief Emergency Officer and Incident Commander during the initial response to any emergency at the District. The District Superintendent will provide leadership, organize activities and disseminate information with the assistance of the Emergency Response Team(s). If the District Superintendent is unavailable or not on site, a Designated Alternate will act in their absence with the same authority and responsibility.

### ***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

In most instances where this level of school response is warranted, the District 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 Oneida County 911, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

### ***Responses to Acts of Violence: Implied or Direct Threats Including Threats by Students Against Themselves, to Include Threats of Suicide***

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. In situations in which Implied or Direct threats of violence by students, teachers, other school personnel or visitors to the school have been made and recognizes the need to take immediate action.

The following types of procedure(s) may be used:

- ◆ Follow procedures outlined in the Code of Conduct
- ◆ 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 District Superintendent/Designee.
- ◆ Contact the appropriate law enforcement agency, if necessary and follow the Memorandum of Understanding developed collaboratively between local police agencies and the District.
- ◆ Monitor situations, adjust responses as appropriate, and include the possible use of the Emergency Response Team.

### ***Acts of Violence***

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

- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ If the situation warrants, isolate the immediate area and evacuate if appropriate.
- ◆ Staff and Students are asked to inform the Building Principal/ Superintendent.
- ◆ If necessary, initiate a response procedure (Hold-In-Place, Lockout and/or Lockdown), and contact appropriate emergency response agencies. As well as follow the Memorandum of Understanding.
- ◆ Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
- ◆ Keep parents/guardians informed.

### **Responses to Violence (Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)**

The District requires all incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), to be reported immediately by employees and students and documented. With the realization that employees and students may otherwise be reluctant to come forward, all must maintain confidentiality. Individuals are assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

- The School Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports.
- Information on the reporting process for students and staff will be provided as part of the violence prevention training program.
- Each incident will be reported to and evaluated by a Threat Assessment Team for the purpose of compiling data and evaluating the Violence Prevention Program.

Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies (Law Enforcement, Fire and Emergency Medical Responders) are asked to participate on Building-Level School Safety Teams.

### ***Reporting***

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander, who should take the following steps:

- Report it to the Police Department;
- Secure the area where the disturbance has occurred;
- Ensure the physical safety/medical management of students/staff remaining in the area
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised;
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain; if necessary, evacuate or shelter as per the Building-Level Emergency Response Plans;
- Provide notification to Administration;
- Provide incident debriefing to students and staff as needed;
- Notify parents.

### *Investigation*

After the incident has occurred, the Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred;
- Record information;
- Identify contributing causes;
- Recommend corrective action;
- Encourage appropriate follow-up; and
- Consider changes in controls, policy and procedures.

### *Follow-up*

The District recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

### *Evaluation*

Emergency Response/Threat Assessment Team is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

### *Disciplinary Measures*

The Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

### *Code of Conduct*

The District has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting from

violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of the violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members. The Code of Conduct was updated and adopted by the Board on 2/13/2019, and then made available and posted on our website.

### ***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. Additional support can be obtained by contacting the Sheriff, Local Police Departments, Local Fire Departments, and Oneida County Emergency Services.

### ***Procedures for Obtaining Advice and Assistance from Local Government Officials (see above)***

### ***Resources Available for Use in an Emergency***

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

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

The District will use the Incident Command System to coordinate the use of 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***

The cancellation or delay of District educational programs shall be made by the Superintendent or designee.

#### ***Early dismissal***

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. impending blizzard). The decision to dismiss early shall be made by the Superintendent or designee. Persons in parental relation will be notified through various communication platforms.

#### ***Emergency evacuation***

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. hazardous materials spill). The decision to evacuate will be made by the Principal or designee. Students and staff will be accounted for. In some cases, students and staff will be taken to an alternative location, off site.



### *Shelter-in-place*

Sheltering will be implemented if conditions inside the building is safer for students and staff (e.g. tornado warning). The decision to shelter on site will be made by the Principal or designee. If the sheltering period is to extend more than a few hours, arrangements to meet basic human needs will be accounted for.

### *Hold-in-place*

Hold in place will be implemented if conditions exist in the building to keep students and staff where they are (e.g. medical emergency). The decision to hold in place will be made by the Principal or designee.

### *Lockout*

A lockout will be implemented if there is a threat that exists outside of the building or vicinity (e.g. bank robbery). The decision to implement a lockout will be made by the Principal or designee.

### *Lockdown*

A lockdown will be implemented if there is a threat inside of the building (e.g. a violent act). The decision to implement a lockdown will be made by the Principal or designee.

### **Terrorist Threats & Activities**

In the event of terrorist threats or activities, the Principal shall be instructed by the Superintendent or designee to follow the recommended actions outlined by NYS Homeland Security. The actions recommended are based on the level of alert declared by the State and Federal governments.

### *National Terrorism Advisory System (NTAS)*

NTAS advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

### *Bulletin:*

Describes current developments or general trends regarding threats of terrorism.

### *Elevated Threat Alert:*

Warns of a credible terrorism threat against the United States.

### *Imminent Threat Alert:*

Warns of a credible, specific, and impending terrorism threat against the United States. Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on

what indicators to look for and how to report suspicious activity. The *If You See Something, Say Something*<sup>™</sup> campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terrorist activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

## **Section IV: Recovery**

### **A. District Support for Buildings**

After an incident, the Crisis Plan will be initiated by the appropriate level Emergency Response Team. Necessary resources will be deployed in order to support the Emergency Response Teams and post-incident responders.

The Emergency Response Team and the Post-Incident Response Team will be supported in their efforts by all available in-agency resources and personnel as required by the nature of the emergency. The Emergency Response Team is available for support when necessary to assist all buildings in their response effort.

### **B. Disaster Mental Health Services**

The Building-Level Emergency Response Team will designate the Post-Incident Response Team in each school building to respond in crisis situations and help provide disaster mental health services as outlined in the Building-Level Emergency Response Plan for that building. The Department(s) affected may draw upon additional resources from existing pupil personnel staff, as needed. Depending on the nature of an incident, if a Department does not have the needed resources, services will be arranged for pupil personnel staff, such as school psychologists and school social workers, to assist on the Post-Incident Response Team. Employees will also be encouraged to seek assistance from the Employee Assistance Program (EAP). Depending on the scope of the situation, the Oneida County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-wide effort.

### **C. Forms and Recordkeeping**

The success of the Violence Prevention Program will be greatly enhanced by the District's ability to document and accurately report on various elements of the program along with training staff. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose. Records will be kept in accordance with record retention laws.

## **APPENDIX A**

### **Description of Duties, Hiring and Screening Process, Required Training of Hall Monitors and Other School Safety Personnel**

The process of establishing the duties for hall monitors and other school safety personnel shall rely on past practice, or be completed by civil service with consultation of the District, or shall be determined by the District pursuant to applicable Federal, State, County and Municipal guidance.

The District is an equal opportunity employer. The Civil Rights Act 1964 prohibits discrimination in employment because of race, sex or national origin. Public Law 90-202 prohibits discrimination because of age. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap.

The process of hiring hall monitors and/or school safety personnel will follow applicable Federal, State, County and Municipal laws & Guidelines. The qualifications for such positions will be established by civil service when applicable or by the Board of Education. On or after July 1st, 2001, all newly hired school personnel will be required to submit two sets of fingerprints for the purpose of background checks, consistent with the S.A.V.E. Legislation of 2000.

## APPENDIX B

SRO/SPO Memorandum of Understanding (MOU)

### SPO Memorandum of Agreement

# SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT BETWEEN ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE, and the HOLLAND PATENT CENTRAL SCHOOL DISTRICT

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Holland Patent Central School District, a political subdivision of the State of New York, with its principal offices located at 9601 Main Street, Holland Patent, New York 13354, hereinafter referred to as the "District" (each individually referred as a "Party" and collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers ("SPOs"), to provide a uniformed presence in the designated schools as a deterrent to criminal behavior on the school campus, and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of part-time SPOs consisting of experienced and trained retired law

enforcement officers, as prescribed in NYS General Municipal Law Section 209-v, to perform the duties of a County Special Patrol Officer, which is detailed in the attached Exhibit A- Job Specification of Special Patrol Officer and made a part hereof;

To increase the physical law enforcement presence within the District facilities; To decrease the number of incidents involving outside police intervention at the District facilities; To increase a sense of safety and order within the school setting; and To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and  
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**WHEREAS**, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the County, and the District agree as follows:

**1. Assignment of the SPOs.** The OCSO shall assign five (5) uniformed officers as SPOs to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The aggregate number of hours that SPOs are assigned to the District shall not exceed a total of 100 hours per week. The OCSO will schedule SPOs to be on site at District campuses when requested by the District during the Term of this Agreement (as defined below in Section 2). The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear the uniforms issued by OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

**2. Term of Agreement.** The Term of this Agreement begins on September 1, 2021 and expires on August 31, 2022, without notice, unless terminated earlier as provided in this Agreement (the "Term").

### **3. Compensation.**

a. Basic Payment. The County agrees to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules, rules, policies and employment practices of the County, subject to reimbursement by the District as detailed herein. b. The District shall be responsible for one hundred percent (100%) of the costs of the

SPOs during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment

insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs. c. The rate of pay and fringe of SPOs is paid at an hourly rate of twenty-nine dollars and thirty-seven cents (\$29.37) from September 1, 2021 to December 31, 2021. From January 1, 2022 to the end of the Term, the hourly rate of pay and fringe may increase based upon a new Collective Bargaining Agreement. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by the Collective Bargaining Agreement. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of the effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to the pay rates for which the District will be responsible, and that the same may be ratified after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent

payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is ratified after the expiration of this Agreement. d. Any time spent by SPOs that is not related to the interests of the District will not be

charged to the District. e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked for the District, and shall not be reimbursed by the District. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO be present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO Deputy Sheriff Patrol – Sergeant at least one week prior to the need for these additional hours. g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below. h. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement

fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each invoice within seven (7) days of receipt of the same.

**4. Supervision of the SPOs.** The OCSO agrees to have a designated Deputy Sheriff Patrol - Sergeant responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The Deputy Sheriff Patrol - Sergeant shall coordinate his or her activities at the District with the principal or designee. The Deputy Sheriff Patrol - Sergeant will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol - Lieutenant.

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

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Provide for the security and safety of all students, staff, and visitors. Protect school property and maintain order in and around the school site. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures. Enforce New York State laws, rules, and regulations. Act as liaisons with police and fire officials. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.

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Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds. Become familiar with all hidden recesses in the building and check them periodically. Become familiar with the Student Code of Conduct so that violations may be immediately reported to District administration so the District may take appropriate disciplinary measures (SPOs shall not act as school disciplinarians). Maintain post integrity by being highly visible at all times and refraining from unnecessary fraternization with other SPOs and employees of the District. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated Deputy Sheriff Patrol - Sergeant. The OCSO shall then provide the

District with a replacement SPO. The OCSO shall notify the Superintendent of the District that the SPO will be absent and shall notify the principal of that school of the replacement SPO. Question any individual not having appropriate identification to ascertain his or her status. When requested, participate in meetings with school officials, parents, or the District School Board to assist in developing policy and procedures concerning school safety. The SPOs shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots. The SPOs are prohibited from detaining or questioning students about their immigration status. The SPOs shall not take any action that would be considered student discipline. The SPO role is primarily providing for safety and security of all students, staff, and visitors. Any and all student disciplinary actions are delegated to District administration in accordance with New York Education Law § 2801-a(10). The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

**6. Responsibilities of the OCSO.** The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the Law Enforcement Division of the OCSO.

The OCSO further agrees as follows:

a.

To provide SPOs who:

iv.

Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;  
Shall possess sufficient knowledge of the applicable Federal, State, and local laws and regulations; **Demonstrate** a broad base of knowledge regarding youth, social issues, and the criminal justice system; and Meet all education and experience requirements set forth by Oneida



County and New York State. The District may request from the OCSO that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The OCSO will honor these requests to the fullest extent possible.

OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

**7. District's Responsibilities.** The District agrees to:

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Implement the SPO program in accordance with guidelines established herein by the Parties; Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs; Provide the SPOs with full access to school facilities, personnel, and students; Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus; Provide suitable accommodations (i.e., desk and chair) at the main entrance of each school building; Evaluate the program and administer an annual assessment of the program; Make recommendations and program adjustments as appropriate; Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with OCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OCSO supervisory personnel and request their services for a police response.

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

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C.

Confidentiality. The County, OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this **Agreement**. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addenda A-1 and A-2 are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal, and teacher information from disclosure. HIV-Related Information.

Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18

NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations. Re-disclosure.

The following **written statement** must be included when disclosing any confidential HIV-related information: *"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."* Child Abuse, Neglect, and Maltreatment. Notwithstanding any other

provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the ED-1 Records Retention & Disposition Schedule or LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall **survive termination** of this Agreement.

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

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The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under the Agreement. Upon expiration of this Agreement, the SPOs and/or substitute SPOs must securely destroy or return all PII to the District that remains in the SPO's or substitute SPO's possession. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:

Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on Federal and State law governing confidentiality of such data prior to receiving access; Limit internal access to education records to those individuals that are **determined** to have legitimate educational interests; Not use the education records for any other purposes than those explicitly authorized in this Agreement; Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party: A. Without prior written consent of the parent or eligible student; or B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order; Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5. The Parents' Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

c.

## 10. Resolution of Issues/Termination.

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In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice. If programmatic issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than **payment for costs** actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of **termination**. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(c) above. If this Agreement is terminated for any reason, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and **agreement**. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO **must** proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have **reasonably** been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing **information**.

**11. Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those

benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to **reimbursement** for the same by the District pursuant to Section 3 hereinabove.

## 12. Indemnification & Insurance.

The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding. The County agrees to indemnify, save, and hold harmless the District, its agents, **officers**, **servants**, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of **whatever kind** or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of **not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate**.
  - A. CGL coverage shall be written on ISO Occurrence form CG 00 01

1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent **contracts**, products-completed operations, and personal and

advertising injury. B. The County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non contributing insurance before any other insurance or self insurance, including any deductible or self-insured retention,

maintained by, or provided to, the additional insured. ii. Workers' Compensation and Employer's Liability

A. Statutory limits apply. iii. Automobile Liability

A. Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. C. Oneida County shall be included as additional insured on the

Business Auto Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis. iv. Commercial Umbrella

A. Umbrella limits must be at least \$5,000,000. B. Umbrella coverage must include the County as an additional

**insured**. C. Umbrella coverage for the additional insured shall apply as **primary and non-contributing** before any other insurance or self **insurance**, including any deductible or self-insured retention,

maintained by, or provided to, the additional insured. v. Waiver of Subrogation: The District waives all rights against the County,

its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability or Workers' Compensation and Employer's Liability insurance maintained

**per requirements stated above**. vi. Certificates of Insurance: Prior to the start of any work, the District shall

provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Policies.

These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) **days prior written** notice has been given to the County.

13. **No Special Duty**. Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

#### **14. Suspension of Work**

The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event, such as the COVID 19 pandemic. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

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

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

With a copy sent to OCSO at:

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

All notices to the District should be sent to:

Holland Patent Central School District 9601 Main Street Holland Patent, New York 13354

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

17. **Assignment.** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

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

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written

consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents' Bill of Rights), Addenda A-2 (Attachment to The Parents' Bill of Rights), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies.

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*TREMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW*

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

For Oneida County

Date

Anthony J. Picente, Jr. County Executive

**For Holland Patent Central School District**

Date

Kathy Smyth, President Board of Education

Approved

**Alison Stanulevich, Esq. Assistant County Attorney**