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Public Hearing: August 21, 2023

BOE Adoption Date: August 21, 2023

SCHUYLERVILLE CENTRAL SCHOOL DISTRICT
DISTRICT-WIDE SCHOOL SAFETY PLAN
2023-24
PROJECT SAVE (SAVE SCHOOLS AGAINST VIOLENCE IN EDUCATION)
Commissioner's Regulation 155.17

Introduction

Emergencies and violent incidents in school districts are critical issues that require comprehensive planning and training. The New York State Safe Schools Against Violence in Education (SAVE) law requires school districts to develop a school safety plan to prevent or minimize the effects of serious violent incidents, natural/manmade disasters and declared state disaster emergencies involving a communicable disease or local public health emergency declaration and other emergencies. Schools should facilitate the coordination of state, 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. 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.

District Chief Emergency Officer

The Schuylerville Central School District has designated High School Principal James Ducharme as the district's chief emergency officer (CEO). The CEO is responsible for:

- (a) coordination of the communication between school staff, law enforcement, and other first responders;
- (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan 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;
- (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;
- (g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and
- (h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.
- (i) ensure the development of protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions of section 27-c of the Labor Law.

Section I: General Considerations and Planning Guidelines

A. Purpose

The Schuylerville Central School District-Wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the board of education, the superintendent appoints a school safety team and charges it with making recommendations regarding the development, maintenance, and implementation of the district-wide school safety plan. The finalization of the plan ultimately rests with the superintendent, with adoption by the Board of Education by September 1st. of each school year.

B. Identification of School Teams

The Schuylerville Central School District has created a district-wide school safety team and school emergency response teams for every school building (the bi-building school will have one combined team). Both consist of, but are not limited to, representatives of the school board, students, teachers, staff, administrators, parent organizations, school safety personnel, law enforcement and other first responders.

C. Coordination of District and School Plans and Teams

The district-wide school safety plan is directly linked to the individual building-level emergency response plans for each school. The protocols reflected in the district-wide school safety plan guide the development and implementation of each building-level emergency response plan.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by that building's school emergency response team. 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. Efforts may be supplemented by county and state resources through existing protocols when needed.

D. Plan review and Public Comment

Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan was originally prepared in 2001, adopted by the school board after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. Full copies of the district-wide school safety plan and any amendments were submitted to the New York State Education Department (NYSED) within 30 days of adoption.

The commissioner's regulation also requires that this plan shall be reviewed by the district-wide school safety team on an annual basis on or before July 1st of each year, and recommendations for updates provided to the superintendent. Hereinafter, all updates made by the district's safety team shall be presented to the board of education for adoption pursuant to the aforementioned regulations. In most cases, recommendations are specific and included in building level plans. A copy of the district-wide plan is available at the Schuylerville District Office located at 14 Spring Street, Schuylerville, NY and online at the district's website (www.schuylervilleschools.org/forms-and-policies/). While linked to the district-wide school safety plan, building-level emergency response plans shall be confidential and shall not be subject to disclosure

under Article 6 of the Public Officers Law or any other provision of law, in accordance with New York State Education Law Section 2801-a. Building-level emergency response plans and all updates are given to the New York State Police and Saratoga County Sheriff's Department within 30 days of adoption.

Section II: General Emergency Response Planning

The district-wide school safety plan provides the framework for the building-level emergency response plan. The purpose of a uniform plan is to ensure district-wide continuity for emergency responses. These general emergency responses will provide one consistent response system that will be used by all school employees, students, parents and emergency responders. This is particularly beneficial as students move from elementary to middle school and then to high school, and as full-time, part-time and substitute employees travel among the schools.

The district team has identified many factors that could cause an emergency in our schools and facilities within the district as well as factors that need to be considered when responding to an emergency. The detailed list of potential internal and external hazards or emergency situations is included in the confidential building-level emergency response plans.

A. Identification of Potential Emergency Situations (on and off school property):

Lists of areas on school property that have the potential to create an emergency situation have been identified. This list and color-coded floor plans have been created for reference and awareness. This list is not all-inclusive for every emergency. However, these areas have been identified as having the most probable impact on district facilities or district boundaries should they have or create an emergency, such as gas lines, fuel tanks and chemical storage. The detailed list and floor plans are included in the confidential building-level emergency response plans and are updated on an annual basis.

The district-wide school safety team in conjunction with Saratoga County Emergency Management Office, New York State Police, Saratoga County Sheriff's Department, Schuyler Hose Fire Department and General Schuyler Emergency Medical Service have identified potential emergency situations off school property that could have an impact on the district. Factors that were considered include population, presence of hazardous materials, potential for emergency based on geographical potential and/or national trends and proximity to district property, such as airports, bridges, dams, major intersections, primary routes of hazardous cartage and SARA Title III locations of hazardous materials. The detailed list is included in the confidential building-level emergency response plans and is updated on an annual basis.

B. Multi-Hazard Response Guidelines

1. **Actions** - Included in the building-level Emergency Response Plans are actions for handling multi-hazard emergencies that are in compliance with the Incident Command System (ICS). These guidelines include but are not limited to:

- Initial actions
- Command post location (primary and secondary)
- Before, during and after school evacuation including evacuation routes and relocations sites (internal and external)
- Shelter in place
- Lockdown/lockout
- Emergency school cancellations, closing, early dismissal and delays including after-school, evening activities, weekend, and the School’s Out program.

2. **Emergencies** - These include, but are not limited to the following Multi-hazard Response Guidelines:

Air Pollution Anthrax/Biological	Epidemic Explosion	Mass Casualty Medical Emergency
Aviation Crash Lg. Structural Failure	Fire Alarm Activation Flood	Natural Gas Leak Radiological
Bomb Threat Civil Disturbance	HAZMAT on & off-site Heating System Failure	School Bus Accident Severe Weather Emerg
Crimes Against People Earthquake	Hostage Situation Intruder Situation	Threats of Violence Toxic Exposure
Elec. System Failure Energy Supply Loss	Loss of Building Loss of Buses	Water Emergency

3. **Resources** - The district has identified various resources that may be available for use during an emergency, including: the identification of personnel via school building teams; use of Incident Command System (ICS); a list of volunteer faculty/staff trained in first aid, CPR and AED use; equipment; master list of all vehicles in the Transportation Department; building floor plans/maps with shut-offs and potential hazards noted; American Red Cross sheltering agreements; and designated shelter sites with backup shelter sites. The district has agreements with any shelters that are used within the

community. The specific, detailed information is included in the confidential building-level emergency response plans upon the advice of the New York State Police.

4. Incident Command System (ICS) - The district has identified school personnel authorized to make decisions during an emergency. Through ICS the procedures to coordinate the use of school district resources and manpower during emergencies are clearly defined. ICS identifies the staff members and their backups assigned to provide assistance during emergencies. Each school building has an emergency response team (the bi-building schools will have one combined team) that works under the Incident Command System. Each team is documented in detail. This document is given only to emergency response team members, the school emergency coordinator, the New York State Police and the Saratoga County Sheriff's Department. The emergency response team details are located in the confidential building-level emergency response plans. Each emergency response team has been given an overview of the ICS, an ICS flow chart, ICS training and specific ICS roles and responsibilities.

5. Policies and Procedures for Training - The 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. Procedures have been established to provide this training on an annual basis to include but are not limited to: early dismissal/go home drill, fire drills, lockdown drills, table top exercises, New York State Police Safe Schools Training and ICS/NIMS training (an internal, confidential Guide for Safety & Emergency Planning has been created and references specific requirements for training and drill frequency). Individual schools use various faculty/staff surveys and forms, in order to obtain feedback on the drill practiced. School administrators then address any concerns or questions noted and share them either in written form or in faculty/staff meetings. On a monthly basis, the district administrators and principals meet to discuss all reports of multi-hazard training, actual and potential hazards and/or violence (implied threats, direct threats and/or actual acts of violence). The discussions are the key to debriefing as a district. Actions and procedures that are carried out successfully are verified and areas in need of improvement are noted as needed. This level of district awareness assists each principal and administrator in responding to future training, actual emergency responses and implied threat, direct threats and/or actual acts of violence.

Section III: Responding to Threats and Acts of Violence

A. **Policies and Procedures** - Schools will activate their crisis team and will refer to their crisis intervention plans and the multi-hazard response guides. The multi-hazard response guides are reviewed by the district- wide school safety team to ensure content and consistency throughout the district. These policies and procedures are for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence. The following types of procedures are addressed in the confidential building-level emergency response plans:

- Contact the appropriate law enforcement agency, if necessary.
- Inform the building principal and superintendent.
- The use of staff trained in de-escalation or other strategies to diffuse the situation. Informing the building principal of implied or direct threats.
- Determine level of threat with principal and superintendent/designee.
- Monitoring the situation, adjusting the district's response as appropriate to include possible implementation of the emergency response team.
- If the situation warrants, isolate the immediate area and evacuate if appropriate.
- If necessary, initiate a lockdown procedure and contact the appropriate law enforcement agency.
- Monitor the situation; adjust the level of response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
- Communication with parent/legal guardian, and general public, as needed.

NOTE: The Schuylerville Code of Conduct also describes policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school. The district's code of conduct also supports school safety and security. The code of conduct is pursuant to the district's safe and drug-free schools policy and the no weapons policy.

B. **Response Protocols** - These are identified in the district-wide school safety plan, along with definitions of ICS roles and responsibilities. The Multi-Hazard Emergency Response Guides address specific procedures and protocols for responding to bomb threat, intruders, hostage takings and kidnapping including:

- Identification of decision-makers.
- Notification of administrators/agencies - All district administrators, principals, their secretaries and building custodians have a confidential emergency reference card. This card specifically outlines which agency and which administrator(s) need to be contacted under which emergency circumstances. This

two-sided document is updated on an annual basis and designed to be kept near the phones at work and at home if needed during “off” hours.

- Plans to safeguard students and staff.
- System for student release (reunification)
- Procedures to provide transportation, if necessary
- Debriefing procedures.

Upon the advice of the New York State Police, Saratoga County Sheriff’s Department and local fire department, the specific response details are located in the confidential building-level multi-hazard emergency response guides.

C. Communications Protocols - The district has established policies and procedures to contact parents, legal guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. In the Schuylerville Central School District, the following communication methods will be taken:

- For small-scale incidents, the crisis intervention plans and crisis team may be activated. Depending on the incident, school personnel may directly call the parents/legal guardians of all students directly impacted. All other parents/legal guardians will receive an informational notification via the website or Student Information System. Meetings may be scheduled in a timely manner for further discussion, if necessary.
- For any major incident, the crisis intervention plans and crisis team will be activated. The district will be working with the media (TV, radio, newspaper), website, social media and SIS system to relay pertinent school related information (i.e. how and where parents can be reunited with children, etc.). Community meetings and/or press conferences may be scheduled in a timely manner to discuss the particulars of the incidents and the district’s response.

The district has also established policies and procedures for contacting parents, guardians or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves, which for the purposes of this subdivision shall include suicide. In the Schuylerville Central School District, the following communication methods will be taken:

- The crisis intervention plans and crisis team may be activated.
- Principal or counselor contact parent
- Counselor reach out to student peer group
- Counselor reach out to student
- Contact SRO
- Crisis team is notified

Section IV: Communication with Other Agencies

The district-wide school safety plan provides the framework for the building-level emergency response plan with regard to communication with other agencies.

A. The Schuylerville Central School District is fortunate to have substantial ties to the emergency responder network within Saratoga County. In case of an emergency within any one of our facilities, that facility would dial 911 for emergency assistance. If involvement were needed from other local government agencies, then the superintendent or their designee would act as that contact person. Additional procedures for communications can be found in the building-level emergency response plans and the Capital Region BOCES Emergency Communications Network Flowchart. The following examples are the types of arrangements that could be used by the District:

- Principal (building-level IC or backup IC) or Superintendent (district-wide IC or backup IC) in an emergency would contact the county dispatch center for fire, EMS, or police by calling 911.
- Principal (building-level IC or backup IC) or Superintendent (district-wide IC or backup IC) contacts the highest-ranking local government official for notification and/or assistance.

B. Arrangements for obtaining advice and assistance from local government officials including the county or town officials responsible for implementation of Article 2-B of the Executive Law will be carried out through the protocols established in the Capital Region BOCES Communication Flowchart. The following are examples of the types of arrangements that could be used by the district during countywide emergencies:

- Superintendent (district-wide IC or backup IC) in an emergency will contact the Saratoga County 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: Saratoga County Civil Defense Office, American Red Cross, Saratoga County Emergency Services Office, New York State Police, Saratoga County Sheriff, Saratoga County Mental Health Office and Capital Region BOCES Health/Safety/Risk Management Office.
- If the emergency is within the school district boundaries and has the potential to impact the surrounding community, the Superintendent or designee will notify the appropriate town officials (ex: highway dept., town administrator, and/or public safety). The district would contact the following as needed: Village of Schuylerville and Village of Victory. Likewise, should there be an emergency within the community that has the potential to impact the facilities of the school district; the superintendent should be notified immediately.

C. If there is an emergency within the district that has the potential to impact bus transportation capabilities either to or from other educational agencies within

the district boundaries, the director of transportation in close coordination with the school emergency coordinator will activate a phone tree to inform all necessary parties. The phone tree will be located in the building-level emergency response plan for the transportation department. In the event the phones are not operational, media (radio, television, district website) may be utilized to convey the pertinent emergency information.

D. Along with the phone tree, the district has access to the following information about each educational agency located in the school district, including information on:

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

The details are considered confidential, due to the school specific information and administrator home phone numbers, and are located in the confidential building-level emergency response plan.

Section V: Prevention and Intervention Strategies

Security Measures and Procedures - The district procedures require the following: visitor sign-in and visitor badges (during regular school hours), single point of entry, buzz-in door surveillance systems, fingerprinting of employees, volunteering screening, and employee badges. The district also employs a School Resource Officer (SRO) that is routinely present on campus. New York State Police and the Saratoga County Sheriff Department are routinely present on campus, in school buildings, and at large public events. Video surveillance, random locker searches, security pages and security motion detectors are also used to improve security. If a crime occurs in or on school property, the district follows the New York State Police 'Crime Scene Management' procedures.

Security Policies - To further enhance school security and student, faculty and staff safety, the district has the following policies in place:

- Child Abuse/Maltreatment and Neglect – 7530 and 7530R
- Code of Conduct for the Maintenance of Order on School Property – 3410
- Dignity for All Students – 7554
- Drug-Free Workplace – 6151
- Emergency Closings – 3510
- Fingerprinting of Prospective School Employees – 6170
- Fire Drills, Bomb Threats and Bus Emergency Drills – 5683
- School Safety Plans – 5681

- Threats of Violence in School – 341
- Anti-Harassment in the School District – 3420
- Uniform Violent and Disruptive Incident System – 3430
- Unlawful Possession of a Weapon on School Grounds – 3411
- Use of Video/Audio Systems in the School District – 563
- Weapons in School and the Gun-Free Schools Act – 7360
- Supervision of Students –7570 and 7570R

Identification of Warning Signs - The Schuylerville Central School District has implemented procedures for the dissemination of materials regarding the early detection of potentially violent behaviors (threat assessment), 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, when deemed appropriate. The district employs school social workers, counselors, psychologists and intervention counselors who assist the district in identifying early warning signs in students and early intervention/prevention strategies. Designated personnel also play a key role in suicide prevention programs.

Appropriate Prevention and Intervention Strategies (not all inclusive; an internal, confidential Guide for Safety & Emergency Planning has been created and references specific requirements for training and drill frequency):

Collaborative efforts with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited.

- Training of hall monitors and other personnel.
- Compliance with DASA regulations
- Non-violent conflict resolution training programs.
- Extended day school programs.
- Community-wide Character Education Program.
- Second Step Program

Prevention and Intervention Programs - Strategies for improving communication among students, between students and staff and the reporting of potentially violent incidents. Highlights of the major programs are noted below (not all inclusive):

District-Wide Programs:

Student/parent/legal guardian handbook that outlines the expectations of students.

Student Code of Conduct that outlines expectations of students.

Schuylerville High School (grades 9-12):

- Counseling Center – All students are assigned a school counselor who works with the students and parents.
- Student Support Team – Members (Principal, Assistant Principal, Psychologist, Intervention Counselor, School Counselors and School Nurse) meet weekly to discuss students who are referred by members of the committee or teachers. Specific interventions are developed and staff are assigned to monitor progress.
- Progressive Discipline Process – Teachers discuss behavior with students, communication with parents/legal guardians and use classroom behavior consequences. Teachers write referrals to document behavior that continues after teacher intervention. The student meets with the Assistant Principal or Principal to discuss the behavior and its consequences.
- Extracurricular Activities – There are extensive opportunities for students to become involved in productive, fun activities before and after school, with a strong focus on community service.
- Mentoring Program – To improve school performance and/or social interactions among students who have struggled in these areas.
- Anti-Bullying Curriculum – Monthly lessons incorporated into English/Social Studies class(alternating years).
- Catching Character Program – A student recognition program designed to celebrate and encourage positive behavior associated with fifteen qualities associated with strong character.
- Annual Student Leadership Conference – An afterschool leadership development program featuring a keynote speaker and several workshops focused on skills and opportunities for student leaders to shape the school culture in a positive manner.
- Grade Level Assemblies – Principal and Assistant Principal meet with each grade level (separately) in September to review the Dignity for All Students Act and set expectations for positive and respectful behavior.

Middle School (grades 6-8):

- Middle School Rights and Expectations – Provided in written form in the Student Agenda.
- DASA Assemblies at the beginning of the year.
- Grade Level Assemblies to support anti-bullying and promote positive culture and climate
- Character Words of the Month -Students are nominated each month for displaying character traits such as respect, kindness, integrity etc.
- Counseling Center – All students are assigned a school counselor who works with the students and parents. Counselors discuss study/organizational skills, goal setting, interim/report card grades, strategies for improving grades/attitudes, learning styles, getting along with others and related topics that concern a student and/or parents.

- IST (Instructional Support Team) – Members (principal, assistant principal, psychologist, intervention counselor, school counselors and school nurse) meet weekly to discuss students who are referred by members of the committee or teachers. Specific interventions are developed and staff are assigned to monitor progress.
- Extracurricular Activities – There are extensive opportunities for students to become involved in productive, fun activities before and after school.
- Student Agenda – The ‘Bullying- Back Off. _Step Up” section of the student’s agenda is provided for student reading and teacher use in school to help students learn the skills of making responsible choices and being proactive in facing challenges.
- Progressive Discipline Process – Teachers discuss behavior with students, communication with parents/legal guardians and use classroom behavior consequences. Teachers write referrals to document behavior that continues after teacher intervention. The student meets with the assistant principal or principal to discuss the behavior and its consequences.

Elementary Schools (K-5):

- DASA (Anti-bullying) Assemblies
- Character Counts Assemblies through Arts in Education Programs
- Bucket Filler Program - students are recognized each week for demonstrating good behavior, character, and kindness
- IST (Instructional Support Team) – Members (principal, assistant principal, psychologist, school counselors and speech) meet weekly to discuss students who are referred by members of the committee or teachers. Specific interventions are developed and staff are assigned to monitor progress.
- Character Education words of the year
- Effective School’s Committee, Character Education subcommittee to support students and programs throughout the year
- K-5 (as needed) classroom lessons with principal or counselor
- Social Emotional Learning Program, Second Step, delivered to all K-5 students throughout the year.
 - Feelings: Counselor works with all students on the four basic feelings; happy, sad, mad, scared.
 - Problem Solving Strategies and “Stop and Think.”
 - Zones of Regulations Program – To regulate behavior and emotional control.
 - Conflict Resolution and Management
 - Social Skill Training
- Too Good for Drugs- Drug Education Program
- Reporting system to report serious offense school violence.

The Schuylerville Central School District has created descriptions of duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity and the hiring and screening process for all personnel acting in a school security capacity.

Prevention and Intervention Training – The district’s human resources department has developed a description of duties, hiring and screening process. As required by the SAVE legislation, all employees are fingerprinted and have a criminal background check via the NYS Education Department.

Section VI: Declared State of Emergency Involving a Communicable Disease

On September 7, 2020, Governor Cuomo signed into law Chapter 168 of the Laws of 2020 that requires public employers, including public school districts, to adopt a continuation of operations plan in the event that the Governor declares a state disaster emergency involving a communicable disease. The legislation (S.8617-B / A.10832) amended subdivision 2 of section 2801-a of New York Education Law to require that District Safety Plans include protocols for responding to a declared state disaster emergency involving a communicable disease that are “substantially consistent” with the provisions of section 27-c of the Labor Law. A technical chapter amendment (S.01295 / A.009980) to the legislation became effective February 16, 2021 (Chapter 30 of the Laws of 2021).

As per section 27-c of the Labor Law, the operations plan must include, but is not limited to:

- A. A list and description of the types of positions considered essential in the event of a State-ordered reduction of in-person workforce. For this purpose, essential is defined as required to be physically present at a work site to perform his or her job. Such designation may be changed at any time at the sole discretion of the employer.

- B. A description of protocols the employer will follow in order for nonessential employees to telecommute including, but not limited to, facilitating, or requesting the procurement, distribution, downloading, and installation of any needed technology, including software, data, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace, and may include devices.

- C. A description of how the employer will, to the extent possible, stagger work shifts of essential employees to reduce overcrowding on public transportation and at worksites.

- D. Protocols the employer will implement to procure personal protective equipment (PPE), defined as equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons and, for essential employees, a quantity sufficient to provide PPE to each essential employee to meet his or her tasks and needs during any given work shift. A plan for storage of equipment and access to equipment must be included.
- E. Protocols in the event an employee is exposed to a known case of the disease, exhibits symptoms of the disease, or tests positive for the disease to prevent the spread or contraction in the workplace. The protocols shall not violate any existing federal, state, or local law regarding sick leave or health information privacy and must include detailed actions to immediately and thoroughly disinfect the work area, common area surface and shared equipment. The protocols must also describe the employer policy on available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine.
- F. Protocols for documenting hours and work locations, including off-site visits, for essential employees. The protocol shall be designed only to aid in tracking of the disease and to identify exposed employees and contractors to facilitate the provision of any benefits which may be available.
- G. Protocols for working with the employer's locality to identify sites for emergency housing for essential employees to further contain the spread of the communicable disease to the extent applicable to the needs of the workplace.
- H. Protocols for implementing any other requirements determined by the Department of Health such as contact tracing or testing, social distancing, hand hygiene and disinfectant, or mask wearing.

The employer must consider and respond to recommendations received from the recognized or certified representatives of the employer's employees in writing, within a reasonable timeframe. A copy of the final version of the plan shall be published in a clear and conspicuous location, and in the employee handbook, and in a location accessible on either the employer's website or on the internet accessible by employees. No employer shall take retaliatory action or otherwise discriminate against any employee for making suggestions or recommendations regarding the content of the plan. "Retaliatory action" is defined as the discharge, suspension, demotion, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

Section VII: Recovery

A. District Support for Buildings

The district realizes that some emergencies may require external support for an individual school since it may require additional expertise or personnel requirements. If/when a school building emergency response team or crisis team is faced with threats of violence or actual violent incidents, the district-wide emergency response team will assist as follows:

- Acting as a sounding board for the building principal/supervisor of implied or direct threats and/or violent acts.
- Assisting in determining the level of threat and appropriate responses.
- Sending a district-wide team member to support the building-level emergency response team.
- Monitoring the situation and adjusting the District's response as appropriate.
- Assisting with parent/legal guardian, faculty/staff, and media communication.
- Assisting with coordinating building and grounds security.
- Assisting with offering a "backup" crisis team (another school team and/or an outside group) if the affected team needs assistance.
- At monthly administrator's meetings, all implied or direct threats and/or violent acts are shared and discussed. A consensus is reached on how to best handle each incident in a manner that meets district and building approval. All administrators have this ongoing resource available.

B. Disaster Mental Health Services

The district realizes that some emergencies may require external support for an individual school since it may require additional expertise or personnel requirements. If/when a crisis team is faced with threats of violence or actual violent incidents, the district-wide emergency response team will assist as follows:

- Sending a district-wide team member to each affected school building as a liaison between the school building and the district office.

- Activating the district-wide crisis team. The team consists of the school physicians, school nurse coordinator and school psychologists and District office administrative staff as needed. The team has local connections to the Saratoga County Department of Health, Saratoga County Mental Health and Saratoga County Emergency Management Office.
- Continued feedback from those directly impacted is sought. Building and district support is offered during the incident with projected plans to assist if needed during heightened stressful times such as a re-occurrence of a similar event and anniversaries of the original incident.
- Assisting with parent/legal guardian, student, and faculty/staff debriefing and/or post-incident crisis intervention. If needed, assisting in contacting additional outside mental health resources such as: the National Organization for Victim Assistance (1-800-try-nova) (www.try-nova.org) and the Saratoga County Office of Mental Health.
- Assisting the schools with the creation of written statements being distributed to faculty/staff, parents/legal guardians; press releases and media requests through the district's public information officer and communications office. The district has a large resource of letters, press releases and media procedures that take the burden off of the individual school building team.

Section VIII: Roles & Responsibilities – School/Law Enforcement (SRO)

Effective July 1st, 2019, NYSED amended Part 155.17, School Safety Regulation. Beginning with the 2019-20 school year, and every school year thereafter, every school shall define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct. A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the

school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan.

The Schuylerville Central School District employs school resource officer(s). The attached Appendix describes the agreement with the Saratoga Sheriff's Office for employment of the SRO.

APPENDIX 1 – Saratoga County SRO Agreement



AGREEMENT

THIS AGREEMENT, made this 21st day of March, 2023,

By and Between

COUNTY OF SARATOGA, (COUNTY) a municipal corporation duly organized under the laws of the State of New York and having offices at 40 McMaster Street, Ballston Spa, NY 12020, by and through the **Saratoga County Sheriff's Office** (Sheriff) with offices located at 6012 County Farm Road, Ballston Spa, NY 12020,

-and-

Schuylerville Central School District, a New York State public school district with principal offices located at 14 Spring St. Schuylerville NY 12871, (DISTRICT);

RECITALS

WHEREAS, the SHERIFF employs Deputy Sheriffs capable of service as School Resource Officers (SROs) to perform community-policing services in schools located within Saratoga County; and

WHEREAS, Per Resolution 259-2022, at the request of the districts it has been proposed that each of the 2022-2023 School Resource Officer agreements be amended to twelve (12) months to enable the Sheriff to provide the School Resource Officers during the summer months; and

WHEREAS, the COUNTY and SHERIFF are willing to assign an SRO to the District.

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration in receipt of which is hereby acknowledge, the parties agree as follows:

Purpose:

1. This agreement sets forth the terms under which the COUNTY will provide an SRO to the DISTRICT.



Agreement Term:

2. The commencement date for the provision of services pursuant to this Agreement shall be for services rendered between September 1, 2022 through August 31, 2023, unless terminated as provided herein. COUNTY and SHERIFF shall commence providing an SRO on campus on a date to be mutually agreed upon by SHERIFF and DISTRICT, which date shall be no earlier than September 1, 2022 of each year.

Renewal:

3. This Agreement may be renewed on the mutual consent of the parties for the 2023 – 2024 academic year and the 2024– 2025 academic year. Renewal shall not occur unless both parties agree, in writing to renew. Yearly notice to renew the terms of this contract shall be provided on or before June 1st of the calendar year preceding and shall be sent to the parties identified in the Notices section herein.

Provision of Service:

4. Upon direction and approval from the SHERIFF, the COUNTY and the SHERIFF agree to provide the following services:

- a. Assignment of a full-time SRO to provide services to the DISTRICT on all days that school is in session for students; and
- b. The SRO assigned to the DISTRICT shall carry out the responsibilities pursuant to the established job duties set forth in Schedule A attached hereto and made a part of this Agreement; and
- c. If the assigned SRO is not available on any school day, the SHERIFF will provide a substitute SRO; and
- d. The provision by the SHERIFF of a SRO to the DISTRICT shall only be required on calendar days that the DISTRICT is in session for students and/or staff development and shall not be required during any, holiday or break days that the school is off as provided in the district calendar; and any snow or emergency days when school is not in session. In the event of a snow day or emergency closure of school, an SRO will be provided if academic staff are required to report.

Selection; Supervision; and Professional Status of SRO:

[REDACTED]

The selection, supervision and professional status of the SRO assigned to the DISTRICT shall be governed by the following terms:


- a. The SRO to be assigned to the DISTRICT shall be selected by the SHERIFF in conjunction with, and subject to the approval of, the DISTRICT's Superintendent of Schools, or the Superintendent's designee, to ensure an appropriate match of skills, personality, and approach.
- b. The SRO shall at all times be an employee of the COUNTY/SHERIFF. The SRO is not an employee of the DISTRICT, and the SRO's terms and conditions of employment including wages, benefits, time-off, fringe benefits, and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the SHERIFF and the Saratoga County Deputy Sheriffs Police Benevolent Association. Nothing in this Agreement shall alter or supersede those terms and conditions.
- c. Direct supervision of the SRO shall be in accordance with the chain of command of the SHERIFF's Office as established by the SHERIFF.
- d. The SHERIFF and the DISTRICT shall each name a primary contact person from their respective organizations for the purposes administering this agreement and the SRO program.
- e. The DISTRICT, through the Superintendent or the Superintendent's designee, will immediately communicate any concerns about the SRO's effectiveness or conduct, and any disciplinary issues with respect to the SRO, to the Sheriff, who will investigate and resolve such issues administratively. Copies of any and all evaluations, commendations, complaints or supporting information related to the performance or actions of the SRO shall be provided to the SHERIFF to be maintained in accordance with law.
- f. If the DISTRICT, through the Superintendent or the Superintendent's designee deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the educational environment, the SRO shall be replaced with a new SRO mutually acceptable to the Sheriff and the District.
- g. The SRO shall at all times be first and foremost a sworn Saratoga County Deputy Sheriff, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, investigate criminal activity whether or not on school campus or not and will take appropriate enforcement action as mandated by law.

- h. The SRO will, upon request, act in support of District and/or Building administrators to advance the mission of the District and to help ensure the health, welfare, and safety of the District's students, faculty, staff, and other members of the District community.
- i. The SRO provided by the SHERIFF and the COUNTY shall be fully equipped with all equipment provided by the Sheriff to Saratoga County Road Patrol Deputies; including, but not limited to, uniforms, body armor, firearms, radio, and patrol car.
- j. The SRO will maintain all necessary certifications and will remain current on training necessary to allow him/her to discharge his duties as a member of the Sheriff's Office and the District's SRO, including but not limited to the training required to allow the SRO to carry and discharge a firearm in the course of their duties.

Duties and Schedule of the SRO:

5. The SRO assigned to the DISTRICT shall serve as an immediate resource to District officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:

- a. Maintaining a presence in the DISTRICT and all school buildings, with a focus on creating a peaceful and safe learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school related crime and disorder, and by working to enhance the quality of life of members of the school community.
- b. Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
- c. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in close coordination with the respective building principal or designee.
- d. Functioning as a resource to the school community, including staff, students, and their families, for collaborative problem solving and the encouragement of information-sharing to increase safety and security in the school and community.

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- e. Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
 - f. The SRO shall not be expected or required to handle violations of the DISTRICT's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the DISTRICT responsible for enforcement of the Code of Conduct.
 - g. The SRO shall be assigned to provide service to the DISTRICT on each regular school day, for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school day. Any such extension beyond the regular school day must be cleared with a SHERIFF supervisor by the SRO prior to the commencement of such extension in accordance with Sheriff's Office overtime policies and practices.
 - h. The SRO shall also be assigned to provide service to the DISTRICT on days when students are not in attendance, but administrators and teachers are on the school campus for scheduled professional development; on such days, the SRO's responsibilities may include opportunities for professional development, program evaluation, and program enhancement. If the SRO is not expected to attend professional development on these days, they will not be required to be on campus.
 - i. Any training or professional development to be provided to the SRO by the DISTRICT must be approved by the SHERIFF prior to attendance of the SRO to ensure that said training or professional development is consistent with the policies and procedures of the SHERIFF and that appropriate training materials, certificates of completion, attendance records, etc. are collected and maintained by the SHERIFF in accordance with applicable policies and laws.
 - j. Training and similar professional requirements of the SHERIFF may from time to time impact the availability and service of the SRO. The SHERIFF shall notify the DISTRICT in advance of scheduled absences due to such professional requirements. In such case, an alternate SRO will be provided to the DISTRICT by the SHERIFF. Except in the case of extreme emergency, the SRO shall not be called to respond to any non-school related situation during the SRO's regular workday.

Facilities and Resources to be Provided by the District:

6. The DISTRICT shall provide the following facilities and resources to the assigned SRO:
 - a. The DISTRICT shall provide an office, in a location mutually agreed upon by the SHERIFF and the DISTRICT, for use by the assigned SRO.
 - b. The DISTRICT shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
 - c. The DISTRICT shall provide the following office equipment and furnishings for the SRO at said office location: a desk; a desk chair; two office chairs; one personal computer with internet connectivity; one computer monitor; one printer; and one phone. In addition, the DISTRICT shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

Provision of Additional Deputy Sheriff Services

7. The COUNTY and SHERIFF agree to provide the following additional Deputy Sheriff Services:
 - a. Assignment of the full-time SRO to the DISTRICT shall not affect the duties of other Deputy Sheriffs or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.
 - b. The DISTRICT may request, from time-to-time, the provision of Deputy Sheriff Services for DISTRICT and school activities and functions outside the regular school day or at locations other than the school campuses; such services shall be requested in writing or email through the SHERIFF primary contact as identified in 5(d) above and must include justification if the request is for the assigned SRO specifically rather than a Deputy Sheriff assigned through standard SHERIFF overtime procedures. The SHERIFF shall have the option to determine if the requested services will be provided by the SRO assigned to the DISTRICT or other member of the Sheriff's Office. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Deputy other than the SRO, shall be for a minimum of two (2) hours. The SHERIFF and

DISTRICT primary contacts, shall consult concerning the number of Deputies to be assigned to provide such services in each instance, but the final decision shall be that of the Sheriff.

Each of the foregoing agreements with said school districts shall provide that upon the request of the school district and upon the approval of

the Saratoga County Sheriff, Saratoga County Sheriff's Department Road Patrol Deputies shall be authorized to provide overtime security services at school activities and events outside of normal school hours at an additional cost to the school district of \$50.00 per hour for a minimum of two (2) hours per school activity/event.

Payment:

8. In consideration of the services provided by the COUNTY and SHERIFF, the DISTRICT agrees to pay the SHERIFF the following rates for services:

- a. The DISTRICT shall pay the SHERIFF, as reimbursement for the cost of the SRO assigned to the DISTRICT, the annual sum of Seventy-Five Thousand Four Hundred Nineteen Dollars and Eight-Seven Cents to be paid in biannual installments of Thirty-Seven Thousand Seven Hundred Nine Dollars and Ninety-Three Cents (\$37,709.93) payable on or before September 1st 2022 and Thirty-Seven Thousand Seven Hundred Nine Dollars and Ninety-Three Cents (\$37,709.93) payable on or before February 1st 2023. Any payment not received by the SHERIFF/COUNTY within fifteen (15) days of the date it is due shall be subject to a late payment penalty of 1% per month.
- b. If this agreement is renewed pursuant to the terms of "Renewal" in Paragraph 3 above, the DISTRICT shall pay the SHERIFF, that contract costs for any renewal period for the 2023-2024 or 2024-2025 school years shall be the school district's approximate pro-rata share of the County's employee, transportation, equipment and patrol car costs for each assigned Deputy, as calculated by the Saratoga County Sheriff by no later than June 1 prior to the commencement of that school year.
- c. The DISTRICT shall pay the Sheriff, as reimbursement for the cost of services provided pursuant to subparagraph 8.b. hereof, at the hourly rate of Fifty Dollars (\$50.00), with a minimum payment of One Hundred Dollars (\$100.00) for the minimum required two (2) hours of service, for each Deputy assigned to provide such services. Such additional services pursuant to subparagraph 8. b. hereof shall be billed by the SHERIFF and COUNTY, and paid by the DISTRICT, on a monthly basis. The DISTRICT shall pay said bills within twenty (20) days of receipt. Any such payment not received by the Sheriff/County when due shall be subject to a late payment penalty of 1% per month.

Termination:

9. Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice. In the event of the termination of this Agreement prior to its expiration date, the DISTRICT shall receive a pro-rata refund from the COUNTY and SHERIFF of any funding paid by the DISTRICT pursuant to Paragraph 9 based on the duration of this Agreement prior to the effective date of the termination when compared to a full one-year period. The DISTRICT shall not be obligated to reimburse the COUNTY and SHERIFF for any equipment and patrol car costs incurred by the COUNTY and SHERIFF in equipping the SRO.

Indemnification:

10. Each Party hereto shall hold harmless, defend, and indemnify the other Party and its officers, employees and agents, and shall hold it and them harmless, against any liability or loss, including attorneys' fees, expenses and costs sustained or incurred in connection with any claim, suit, action or proceeding arising out of any willful or negligent act or omission of the indemnifying Party or its officers, employees or agents in the performance of its obligations under this Agreement.

Insurance:

11. The COUNTY shall provide the DISTRICT with proof of General Liability, Workers Compensation, Disability, and Auto Insurance Coverage, and shall name the DISTRICT as an additional insured with respect to General Liability coverage. See requirements attached as Schedule B.

Default:

12. The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure of the DISTRICT to make any payments required under this Agreement.
- b. Other Failure to Perform: The failure by either the Sheriff/County or the District to perform and/or comply with any term, covenant or condition required under this Agreement.

Remedies:

13. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given

written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default.

Address for Notices:

14. Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other in writing shall be delivered personally or mailed by first class mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

If to the Sheriff, to
Michael H. Zurlo, Sheriff
Office of the Saratoga County Sheriff
6010 County Farm Road
Ballston Spa, NY 12020
mzurlo@saratogacountyny.gov

If to the District, to
Gregg Barthelmas, Superintendent
14 Spring Street
Schuylerville, NY 1271
bartgreg@schuylerville.org

Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

Execution in Counterparts:

15. To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

Entire Agreement:

16. This Agreement embodies the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings (written or oral) of the Parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the Parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both Parties.

Governing Law and Venue:

17. The laws of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

Modification:

18. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

Severability

19. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

Paragraph Titles:

20. The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

Waiver:

21. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or conditions of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving party.

Meaning of Terms:

22. Except as specifically stated otherwise, the following terms shall be interpreted as follows when used herein:

- a. "Days" shall refer to calendar days.
- b. "School Day" shall refer to a day that school is in session.
- c. To the extent necessary, singular personal pronouns shall include the plural and plural personal pronouns shall include the singular.

COUNTY OF SARATOGA

Date: 3-21-23

By: Theodore T. Kusnierz, Jr.
Theodore T. Kusnierz, Jr., Chairman
Per Resolution 259-2022

Date: 3/20/23

By: Michael H. Zurlo
Michael H. Zurlo, Sheriff

Approved to Form and Content:

Date: 3/21/2023

By: Michelle W. Branger
Michael J. Hartnett, County Attorney
Michelle W. Branger

[DISTRICT NAME]


Date: 12/13/2023

By: Greg Barthelmas
Greg Barthelmas, Superintendent
Schuylerville Central School District

SCHEDULE A

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by the Superintendent and/or designee;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
4. The SRO shall act as a liaison for other law enforcement officers in matters regarding School District policies while on school grounds;
5. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal;
6. The SRO shall develop an expertise in presenting various subjects; including but not limiting to lockdown procedures, bullying, drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
7. Encourage group discussions about law enforcement with students, faculty and parents;
8. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions;
9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;

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10. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected;
 11. The SRO shall familiarize himself/herself with and shall abide by School District policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School District insofar as same shall be in harmony with standard police practices and standing general orders;
 12. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
 13. The SRO shall affirm the role of law enforcement officer by wearing the uniform of the Sheriff's Office at all times unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the SRO and his/her ability to perform his/her duties. The uniform to be worn by the SRO daily shall be the same as that worn by Deputy Sheriffs on patrol as determined seasonally by the SHERIFF.
 14. The Primary role of the SRO shall be the safety and security of the school including all students and staff. As such, the SRO shall be equipped and ready to immediately respond to all internal and external threats.

APPENDIX 2: Communicable Disease - Pandemic Continuity of Operations Plan

This Continuity of Operations 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 the 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.

Background and Compliance

On September 7, 2020, NYS Governor Cuomo signed legislation (S8617B/A10832) requiring plans to protect public workers in future health emergencies. The law requires state and local governments and school districts to plan for future state disaster emergencies involving a communicable disease, including protections for essential workers and protocols for securing PPE (personal protective equipment).

New York State defines a communicable disease as an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or through an animal, vector or the inanimate environment to a susceptible animal or human host.

Nothing in this plan shall be deemed to impede, infringe, diminish or impair the rights of a public employee or employer under any law, rule, regulation or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

Activation of Plan

The Schuylerville Central School District will work closely with the Saratoga County Department of Health 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 the report 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
- Communications Director
- 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. Taryn Kane (Communications Director) has been designated to coordinate this effort. Communications will work closely with Jason Mehan (Technology Director) to ensure proper function of all communication systems.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations, while supporting the health and safety of our students, parents/guardians and school community. For the most current pandemic guidance, all employees and contractors are encouraged to use the following resources:

- NYS Department of Health Coronavirus COVID-19 [website](#) and [MasterGuidance](#)
- NYS Education Department Coronavirus [website](#) and [guidance](#)
- CDC Coronavirus (COVID-19) [website](#) and [SchoolGuidance](#)
- Schuylerville Central School District's COVID-19 [September 2020 Reopening Plan](#)

The district is prepared to pivot to other guidance in the event of future communicable disease pandemics to be reflected in this plan if/when the time comes.

A. 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. The below list of essential positions that would be required (at Superintendent discretion) to be on-site or in district to continue to function as opposed to those positions that could work remotely. The list includes:

The mission essential functions for the school district have been identified as:

Essential Function	Description
District Administrative Team	Provides supervision of employees performing mission essential functions in the schools and buildings and provides PPE and disinfection supplies.
Food Service	Provides school meals to all students, including those attending school in-person and those learning remotely.
Clerical Staff	Responsible for answering phones, providing support to building administrators, responding to emails, greeting visitors, assisting in building sign-in procedures, accepting deliveries and helping disseminate mail.
Transportation Department	Responsible for the safety and efficient operation and maintenance of the transportation department. Coordinates with the Food Service Manager on meal deliveries. Cleans and disinfects district vehicles used for meal deliveries.
Custodial and Maintenance Department	Provide the upkeep of the campus during remote work and learning and ensures that all buildings and grounds are properly maintained, regularly cleaned and disinfected as necessary to ensure the safety of school community members.
Special Education	Provides extended school year (ESY) special education programs and services.
Information Technology (IT)	Provides hardware and software for staff and students to facilitate continued education in remote learning environments necessary for continuity of instruction and education. Also responsible for troubleshooting technical issues that may arise during the distance learning process, the offering of the best practices in communication to ensure that students are able to access curricular materials and for helping staff members disseminate information related to both academic and social-emotional education.
Faculty & Staff	Provide instructional education and support as needed, per the Superintendent's discretion

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	<p>Have decision-making authority for the district.</p> <p>Make district policies and procedures to reflect crisis response</p>	<p>Those listed below are assigned to this role:</p> <p>Superintendent Business Official Director of Facilities Additional roles</p>
Business Office	<p>Maintain overall function and facilities operation.</p> <p>Review essential functions and responsibilities of back-up personnel.</p> <p>Monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary</p>	<p>Purchasing</p> <p>Payroll</p>
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>	

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> <p>Workplace Safety</p> <p>Training</p> <p>Labor Law Compliance</p> <p>Compensation Planning</p>
Continuity of Instruction	<p>Will be implemented in the event of significant absences or school closure.</p> <p>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) ● O-line instruction; online resources; online textbooks ● 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 	

B. 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.

C. Staggered Shifts

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.

D. 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
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** 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. District communication on how to access PPE will be provided.

E. Response Protocols for Preventing Spread

The district’s administration 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 district’s administration team 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 IT 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, the Director of Pupil Personnel Services, in consultation with the Director of Facilities, 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 contacts upon the identification of positive communicable disease cases; the Communications Director is 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 do not use 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.

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.

The school district has determined employee policies for available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine. These policies are consistent with existing federal, state, or local law, including regarding sick leave or health information privacy.

F. Contact Tracing Supports

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.

G. Housing for Essential Employees

Emergency housing for essential workers is not considered to be required for school faculty and staff. The need for emergency housing will be determined with direction from the local department of health.

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 – Cleaning and Disinfection Protocols and Procedures

Room Types/Areas	Cleaning Frequency	Disinfection Frequency	Responsible Party	Additional Information
Classrooms	Daily	Daily	Custodial staff; staff and teachers	Doors, desks, chairs, and floors
Restrooms	2x daily	2x daily	Custodial staff	Doors and sinks will be done twice daily. Floors will be done once daily.
Health Offices/Isolation Rooms	Various	Various	Nursing staff; Custodial staff	Cots, bathrooms and health office equipment will be cleaned after each use. Floors will be done once daily.
Breakrooms	Daily	Daily	Custodial staff	Doors, tables, chairs and floors
Cafeterias/Kitchens	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.
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	Various	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	Daily	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	Daily	Custodial staff	Doors, desks, chairs, and floors
Bus Garage	Daily	Daily	Custodial staff; Transportation staff	Bathroom, doors, desks, chairs, and floors
Libraries	Daily	Daily	Custodial staff; Librarians	Equipment to be cleaned/disinfected between each use. Doors, tables, chairs and floors will be done once daily.
Playgrounds	As needed	N/A	Custodial staff	

School Buses	Daily	Daily	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	Daily	Custodial staff	Doors, desks, chairs, and floors
Large Meeting Areas (e.g., gymnasiums, auditoriums, music rooms)	N/A	N/A	N/A	These areas are not going to be used. When these areas will be returned to use, then an appropriate frequency for cleaning/disinfection will be established.

Athletic Training Rooms, Locker Rooms	N/A	N/A	N/A	These areas are not going to be used. When these areas will be returned to use, then an appropriate frequency for cleaning/disinfection will be established.
Frequently touched surfaces (e.g., doorknobs, light switches, elevator buttons, copy machine buttons, handles, etc.)	2x daily	2x daily	Custodial staff	
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	
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Only district approved chemicals will be used. At no time will students be allowed to use cleaners or disinfectants.

Appendix 3: Remote Instruction Plan



Schuylerville Central School District:
Remote Instruction Plan 2023-2024 School Year

This appendix addresses the 2022-2023 amendments of Sections 100.1, 155.17, and 175.5 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery under Emergency Conditions, and the amendments of Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery Under Emergency Conditions and Length of School Day for Approved School-Age and Preschool Programs Serving Students with Disabilities

INTRODUCTION

The Schuylerville Central School District developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District-Wide School Safety Plan. Additionally, the plan adheres to guidance set forth in the following Board of Education policies: Staff Use of District Technology and Student Use of District Technology; Code of Conduct.

BACKGROUND INFORMATION

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, **but are not required to**, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.

NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022.

Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private

schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

REMOTE INSTRUCTION

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the Superintendent of Schools. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

Communication and Engagement

To help inform our Emergency Remote Instruction Plan, the district completes an annual Student Digital Resources data collection report to better understand the level of access students have to devices (e.g., laptop, Chromebook, cell phone) and the Internet. *Elementary:*

- *Mass K-5 Survey*
- *Survey is provided to families and Parents complete the survey*

Middle School:

- *Mass 6-8 family email*
- *Completion during 6th grade Math class and 7th and 8th grade Technology class.*
- *Individual meetings in the Main Office*
- *The survey is provided via email and the students fill it out with the help of the teachers or staff supporting them.*

High School: *The High School Digital Equity survey was sent to families for feedback the following ways*

- *Mass 9-12 Family Email*
- *Multiple Emails to Student Accounts*
- *Class Reminders*
- *Completion during 1st and 2nd Period*
- *Individual meetings with School Counselors*

The purpose of this survey is to ensure that, to the extent possible, students can access the Internet and receive remote instruction, if necessary, under emergency conditions. This survey is conducted on an annual basis. Students and families may update their access information at any time by contacting the student's school. It is our goal that this plan is aligned with the information provided by families in the Student Digital Resources data collection.

The district has also developed a plan for communicating all necessary information should a school or schools need to close. The district will use existing internal and external communications channels to notify staff, students, and families/caregivers about remote learning schedules with as much advance notice as possible. This communication will include information about how computing devices (e.g., computers, hot spots, etc.) are being disseminated to students and families who need them.

[Article posted to the School District Website and Emailed out to all staff and families](#)

- The District will utilize School Messenger to communicate with families
- Families have the ability to email all school personnel

The district will provide students and their families with multiple ways to contact schools and teachers during remote learning, including

Students and families can email their teachers or communicate through Google Classroom.

UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a

previously scheduled session day and that school was in session on that day ([NYSED Part 175.5](#)).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

Device, Internet and Platform Access

To support remote learning, the district will make computer devices available to all students and families who need them.

<p>Policy and Procedure to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction.</p> <ul style="list-style-type: none"> • How will the district ensure that all students have access to a computing device? • How will the District disseminate computing devices to students? pickup times. 	<p>Remote Instruction “Snow Day”</p> <p>https://docs.google.com/document/d/1qDyf3EekvyI0KNV5Sw1suFzlpjVVi8V4b1AguGZSMcA/edit?usp=sharing</p>	<p>Remote Instruction that goes beyond Five (5) days of Instruction</p>
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<ul style="list-style-type: none"> • How will we communicate about the dissemination of devices? • How will devices be serviced and/or replaced? • If not using computing devices, how will students participate in synchronous instruction? 		
<p>Elementary</p>	<ul style="list-style-type: none"> • School Messenger • A text message sent to all families directing them to check the website/their email for a remote learning update. • Students travel with their device, if the situation arises that students and staff need to obtain their device, the District will have designated ties and locations. • There will be a dropoff and pickup schedule if paper materials are needed. • The District is fully 1 to 1 with devices for all students and staff. 	<ul style="list-style-type: none"> • School Messenger • A text message sent to all families directing them to check the website/their email for a remote learning update. • Students travel with their device, if the situation arises that students and staff need to obtain their device, the District will have designated ties and locations. • There will be a dropoff and pickup schedule if paper materials are needed. • The District is fully 1 to 1 with devices for all students and staff
<p>Middle School</p>	<ul style="list-style-type: none"> • School Messenger • Students travel with their device, if the situation arises that students and staff need to obtain their device, the District will have designated ties and locations. • The District is fully 1 	<ul style="list-style-type: none"> • School Messenger • Students travel with their device, if the situation arises that students and staff need to obtain their device, the District will have designated ties and locations. • The District is fully 1 to 1 with devices for

	to 1 with devices for all students and staff.	all students and staff.
High School	<ul style="list-style-type: none"> • Tech services will utilize a dropoff and pickup system to coordinate tech issues. • School Messenger • Students travel will their device, if the situation arises that students and staff need to obtain their device, the District will have designated • The District is fully 1 to 1 with devices for all students and staff. 	<ul style="list-style-type: none"> • Tech services will utilize a dropoff and pickup system to coordinate tech issues. • School Messenger • Students travel will their device, if the situation arises that students and staff need to obtain their device, the District will have designated • The District is fully 1 to 1 with devices for all students and staff.

To the extent possible, the district will also support students and families with accessing the Internet at home. Where that is not possible, the district will work with community partners to secure Wi-Fi access points for students and families so that they may participate in remote learning.

<p>Policies and procedures to ensure students receive remote instruction under emergency conditions will access internet connectivity.</p> <ul style="list-style-type: none"> • How will the district determine the need for access to the internet in student's places of residence? • How will the district ensure that all students have access to the 	Remote Instruction "Snow Day"	Remote Instruction that goes beyond Five (5) days of Instruction
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<p>internet?</p> <ul style="list-style-type: none"> • How will the district work with community organizations and local public species to ensure students have access to Wi-Fi access points? 		
<p>Elementary</p>	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots. 	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots.
<p>Middle School</p>	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots. 	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots.
<p>High School</p>	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots. 	<ul style="list-style-type: none"> • Utilizing the Digital Equity survey completed in the prior year. The District has access to HotSpots.

There will be those students in our community for whom remote learning through digital technology is not appropriate or possible. For these students, the district will assess each student’s individual needs and whether in-person learning is an option. Other methods that will be considered include instruction by phone and/or the delivery of hard-copy materials to the student’s home.

<p>A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate.</p> <ul style="list-style-type: none"> • How will the district determine which students for whom remote instruction via digital technology is not appropriate. • How will synchronous instruction be provided for those whom digital technology is not available or appropriate. 	<p>Remote Instruction “Snow Day”</p>	<p>Remote Instruction that goes beyond Five (5) days of Instruction</p>
<p>Elementary</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>
<p>Middle School</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>
<p>High School</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>	<p>The District will utilize a pickup system for printed materials. If need be the District will deliver printed materials.</p>

The district will also take steps to ensure that school staff members have the necessary tools, i.e., computing devices and Internet access, to deliver emergency remote instruction from their place of residence.

How will the district ensure that the staff has the necessary tools, including devices and Wi-Fi to deliver emergency remote instruction from their places of residence	Remote Instruction “Snow Day”	Remote Instruction that goes beyond Five (5) days of Instruction
Elementary	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction
Middle School	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction
High School	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction.	All staff have at least 1 device issued to them for the purposes of remote instruction. Teachers will have access to their classroom if needed to support instruction

To ensure high-quality remote learning experiences, the district has standardized the use of a single online learning platform to the extent possible, and developed a common, coordinated set of guidelines for teachers to follow when using the platform with students.

Teaching and Learning

Our district has developed an emergency remote instruction plan that would support all students. When a remote learning model is necessary, certain groups of students will be prioritized for in-person learning to the greatest extent possible, depending on the nature of the emergency. This includes, but is not limited to, special education students, English language learners, and students with technology or connectivity needs.

Acknowledging that the typical content in each grade level or course may need to be adjusted, content will be prioritized to ensure that students receive instruction for the prioritized learning standards, key understandings, and skills necessary for students' success in future study.

Instruction will focus on “core” subject areas; however, elective courses will continue to be offered in a remote learning environment. All instruction will continue to be aligned to the New York State Learning Standards.

Virtual learning schedules have been developed by grade level. If an emergency requires the district to move to virtual learning, these schedules will be shared with students and families in accordance with the communication strategies outlined earlier in this plan. Students will be given opportunities to engage with teachers and classmates through live instruction, question and answer periods with teachers and group work (i.e., synchronous learning). Teachers will ensure that their students are directly engaged with them and their class peers in experiential learning on a regular basis. Supplementing this time will be self-guided projects, readings and other age-appropriate assignments that can be completed by the students remotely (i.e., asynchronous learning).

<p>Expectations for school staff as the proportion of time spent in synchronous and asynchronous instructions?</p> <ul style="list-style-type: none"> ● What portion of the school day should be spent on synchronous instruction. ● What portion of the school day should be spent on asynchronous instruction 	<p>Remote Instruction “Snow Day”</p>	<p>Remote Instruction that goes beyond Five (5) days of Instruction</p>
<p>Elementary</p>	<p>K-5 Plan:</p>	<p>K-5 Plan:</p>

	<ul style="list-style-type: none"> ● Students will attend synchronous instruction via Google Meet with their classroom teacher that includes a combination of ELA (reading and/or writing), Math, and WIN time. The time of instruction is at the discretion of the teacher that does not interfere with special area time. Classroom teachers will send out a schedule to their students/families. ● Students will be provided with asynchronous work (example: reading, writing, math practice, etc) ● Special area teachers will hold class via Google Meet with the classes that they are assigned on the respective cycle day that falls on the date of the snow day. Just as we do for traditional snow days, the cycle day will not skip for a virtual day. For example, if the virtual snow day is a cycle day 2, the next day will also be a cycle day 2. ● Related service providers (speech, 	<ul style="list-style-type: none"> ● Students will attend synchronous instruction via Google Meet with their classroom teacher that includes a combination of ELA (reading and/or writing), Math, and WIN time. The time of instruction is at the discretion of the teacher that does not interfere with special area time. Classroom teachers will send out a schedule to their students/families. ● Students will be provided with asynchronous work (example: reading, writing, math practice, etc) ● Special area teachers will hold class via Google Meet with the classes that they are assigned on the respective cycle day that falls on the date of the snow day. Just as we do for traditional snow days, the cycle day will not skip for a virtual day. For example, if the virtual snow day is a cycle day 2, the next day will also be a cycle day 2. ● Related service providers (speech,
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	<p>AIS, ENL, student services, OT/PT) will hold their services with students that they work with on the cycle day or day of the week that the snow day falls.</p>	<p>AIS, ENL, student services, OT/PT) will hold their services with students that they work with on the cycle day or day of the week that the snow day falls.</p>
<p>Middle School</p>	<p>6-12 Plan:</p> <ul style="list-style-type: none"> ● Students will follow the assigned cycle day that falls on the date of the virtual learning snow day (A/B). ● Off-campus programs (CTE, ECCA, New Visions) will be canceled for the virtual learning snow day. ● Students will follow their normal class schedule by attending synchronous instruction via Google Meet with their classroom teachers, classroom teachers will post Google Meet links on their Google Classroom pages. ● Students will utilize study halls and lunch periods to work on asynchronous assignments. ● All teachers and educational aides that push into classes will follow their normal schedule by joining 	<p>6-12 Plan:</p> <ul style="list-style-type: none"> ● Students will follow the assigned cycle day that falls on the date of the virtual learning snow day (A/B). ● Off-campus programs (CTE, ECCA, New Visions) will be canceled for the virtual learning snow day. ● Students will follow their normal class schedule by attending synchronous instruction via Google Meet with their classroom teachers, classroom teachers will post Google Meet links on their Google Classroom pages. ● Students will utilize study halls and lunch periods to work on asynchronous assignments. ● All teachers and educational aides that push into classes will follow their normal schedule by joining

	the classes they support virtually.	the classes they support virtually.
High School	<p>6-12 Plan:</p> <ul style="list-style-type: none"> ● Students will follow the assigned cycle day that falls on the date of the virtual learning snow day (A/B). ● Off-campus programs (CTE, ECCA, New Visions) will be canceled for the virtual learning snow day. ● Students will follow their normal class schedule by attending synchronous instruction via Google Meet with their classroom teachers, classroom teachers will post Google Meet links on their Google Classroom pages. ● Students will utilize study halls and lunch periods to work on asynchronous assignments. ● All teachers and educational aides that push into classes will follow their normal schedule by joining the classes they support virtually. 	<p>6-12 Plan:</p> <ul style="list-style-type: none"> ● Students will follow the assigned cycle day that falls on the date of the virtual learning snow day (A/B). ● Off-campus programs (CTE, ECCA, New Visions) will be canceled for the virtual learning snow day. ● Students will follow their normal class schedule by attending synchronous instruction via Google Meet with their classroom teachers, classroom teachers will post Google Meet links on their Google Classroom pages. ● Students will utilize study halls and lunch periods to work on asynchronous assignments. ● All teachers and educational aides that push into classes will follow their normal schedule by joining the classes they support virtually.

Support Services

Based on the learning model we have developed, students with disabilities and/or an Individualized Education Plan will continue to receive support services in accordance with their individualized education plans (IEP) should remote learning become necessary. It is the expectation that all service providers (e.g., teachers, paraprofessionals, related service providers) will sign-on to the remote learning platform to support students as needed. This will include large classroom settings in the remote learning environment, as well as the use of breakout rooms or one-on-one virtual meetings as necessary.

The district will follow its existing engagement and communication protocols with parents regarding the provision of special education services for their child.

<p>Description of how special education and related services will be provided to students with disabilities and preschool students with disabilities in accordance with their individualized education plan.</p> <ul style="list-style-type: none"> • How will the district ensure that special education and related services will be provided remotely. • How will the district coordinate with special education teachers, support staff and service providers to ensure each student is 	<p>Remote Instruction “Snow Day”</p>	<p>Remote Instruction that goes beyond Five (5) days of Instruction</p>
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receiving required services.		
Elementary	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p> <ul style="list-style-type: none"> ● Provided by the Itinerant ESL provider within the Goggle Meets platform ● Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p> <ul style="list-style-type: none"> ● Provided by the Itinerant ESL provider within the Goggle Meets platform ● Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>
Middle School	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets 	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets

	<ul style="list-style-type: none"> ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p> <ul style="list-style-type: none"> ● Provided by the Itinerant ESL provider within the Goggle Meets platform ● Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>	<ul style="list-style-type: none"> ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p> <ul style="list-style-type: none"> ● Provided by the Itinerant ESL provider within the Goggle Meets platform ● Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>
<p>High School</p>	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p>	<ul style="list-style-type: none"> ● Teletherapy: <ul style="list-style-type: none"> ○ Counseling ○ Speech and Language ○ Occupational Therapy ○ Physical Therapy ● Google Meets ● Google Classroom ● Recorded Lessons ● Email ● Phone calls ● Seesaw App Activities (teacher led) ● Online office hours weekly ● Online organizational checklists <p>(ELL)</p>

	<ul style="list-style-type: none"> • Provided by the Itinerant ESL provider within the Goggle Meets platform • Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>	<ul style="list-style-type: none"> • Provided by the Itinerant ESL provider within the Goggle Meets platform • Phone calls <p>Teachers/providers will document the time they spend providing services/support to students.</p>
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Funding Requirements

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the District Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement.

Aide will be claimed based on the nature and severity of the emergency that required the district to go remote. The exact time cannot be calculated before the actual emergency condition.