

# **District Wide Plan for: Batavia City School District**

## **Emergency Response Plan (SAVE PLAN)**

**Updated: July 2023**

**BOE Approved: September 18, 2023**

## **Table of Contents:**

- District Safety Team
- Early Dismissal
- Evacuation
- Lockdown
- Lockout
- Shelter in Place / Hold in Place
- Bomb Threat Guidelines
- School Cancellation
- Response actions to specific emergencies
- Response Basics
- Responding to Threats and Acts of Violence
- Prevention and Intervention Strategies
- Recovery
- Drills, School Security & Vital Educational Agency Information
- Remote Learning
- District Resources & Public Review/Comment
- Appendix 1 - Communication with Others
- Appendix 2 - Gotta go bags
- Appendix 3 - School Security Aide - Job Description
- Appendix 4 - Emergency Communication Plan
- Appendix 5 - School Resource Officer Agreement

## **General Considerations and Planning Guidelines**

### ***Purpose***

The Batavia City School District SAVE Plan was developed pursuant to Commissioner's Regulation 155.17. The District has a District Wide Plan and a Building level plan for each student occupied building. Building level plans are approved by the BOE in executive session and cannot be FOILED because they contain sensitive information.

### **Concept of Operations**

- The initial response to all emergencies at the Batavia City School District will be by the School Emergency Response Team consisting of the School Superintendent, Principals, Directors of Facilities, the Business Official.
- Upon the activation of the School Emergency Response Team, the School Superintendent or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- County and State resources through existing protocols may supplement efforts.

## **District Safety Team**

John Baiocco	BMS Security Aide
Jacqueline Ball	Nutritional Services Association President
Nick Burk	BHS Security Aide/Coach
Chad Bliss	Director of Facilities III
John Dehm	JK Security Aide
Nancy Haitz	BHS Nurse/Teacher
Kris Kautz	Jackson Security Aide
Paul Kesler	JK Principal
Eric Knapp	JK Counselor
Nate Korzelius	BMS Principal
Antonio Madau	JK Teacher
Amy Masters	Parent Representative
Jason Masters	BHS Security Aide
Maureen Notaro	Jackson Principal
Peyton Woeller	Board Student Representative
John Reigle	Board of Education Member
Chezeray Rolle	Board of Education Member
Andrew Lang	Business Administrator
Mallory Shell	Jackson Teacher
Jason Smith	Superintendent
Miah Stevens	School Resource Officer
Tim Weis	BMS Security Aide
Jennifer Wesp	BHS Principal
Lisa Whitehead	Clerical Association President/JK Teacher Aide
Dave Winters	Custodial Association President

**Procedures for Core response actions:**

## **Early Dismissal**

- A. Release will need a one-hour advance notice**
  - 1. The Superintendent, Business Administrator and Director of Facilities will make the decision for early dismissal**
  - 2. The Superintendent will notify the building principals**
  - 3. The Assistant to the Superintendent will notify the media**
  - 4. The Principals will notify faculty and the students**
  - 5. The Special Education Office and Business Office staff will make contact to Districts that BCSD students attend**
  
- B. The HS, MS or Elementary Principal and staff will implement an emergency evacuation telephone tree. Calls to all parents are made.**
- C. The Principal will make an announcement that any students that need a phone to contact parents can come to the office.**
- D. The Superintendent will assess the circumstances of the situation and determine and communicate the specific release time for faculty and staff.**
- E. The Superintendent, the Business Administrator, and Director of Facilities will determine the cleaning schedule and security of the building**



# **Evacuation Procedures**

- 1. Notify 911**
- 2. Ensure all occupants are notified to evacuate using the fire alarm, public announcement system, or other means depending on the nature of the emergency.**
- 3. Notify the School Superintendent**

**Staff shall take students following established fire drill procedures and stay with students until the end of the emergency and until released by the senior administrator**

**Sheltering Sites**

**-Confidential**

# Lockdown

There may be a time when it is necessary to LOCKDOWN a building. A building administrator, faculty, or staff member may initiate a lockdown based upon an actual or imminent threat(not including bomb threats) or violent event. A lockdown is the response to the worst-case scenario, and must be executed with appropriate urgency and seriousness.

## Lockdown Objectives

1. To minimize injury and death
2. To facilitate effective response
3. To move as many people as possible to a safe place
4. To neutralize the threat

## Lockdown Procedures

- Lockdown will be announced by the PA system or otherwise.
- Do not use codes.
- Call 911 and report your situation.
- Consider a lockdown for adjacent school buildings as well.
- Immediately gather students from hallways into class rooms or offices.
- Lock classroom doors and have students take a seated position on the floor next to the wall out of view from the door window.
- Stay out of sight.
- Do not cover windows
- Leave the window blinds and lights as they are
- Document and attend to any injuries.
- Do not allow anyone to enter or leave a classroom or office under any circumstances.
- Do not allow anyone into your secured area.
- Do not answer a classroom telephone.
- Turn off all cell phones. Silence all cell phones.
- Do not respond to a fire alarm unless imminent signs of fire are observed. Doing so could compromise the safety of those already secured.
- Do not talk out within the secured area except only as absolutely necessary
- Do not respond to the intercom, public address system or other announcements.
- Take attendance-include additions. Missing student's last known locations should be noted. Keep this record for when you are released from the lockdown.
- Please assist substitute teachers if it is apparent they are not following procedures. Keys to lock their door may be an issue.

## Conclusion

Lockdown will end only when you are physically released from your room by emergency responders, Administration or other authority.

# Lockout

A lockout is the response to an actual or potential threat from outside the school building. An example of such a threat might be an escaped fugitive, custodial interference or a disgruntled employee or spouse. Where the situation warrants, the school faculty, staff, and students are aware of but not disrupted by such a response being activated. Consequently, the school day continues as normal except for the termination of all outside activities. In some cases, the details of a lockout do not need to be shared with the students to protect the identity of the individuals involved and minimize disruption to the school.

## Lockout objectives

1. To keep any threat of violence or a dangerous incident out of the school building.
2. To promote minimal disruption to the education process when there is a potential or actual incident outside the school building.

## Lockout Procedures

- Lockout will be announced via the PA. Use plain language to announce the lockout.
- The school should keep the police advised of any lockout situation.
- Lock all exterior doors and windows.
- Terminate all outside activities
- Entry to the building may be gained only on a one-on-one basis, and only through a locked and monitored door.
- Classes otherwise continue as normal.
- Transportation should be notified.
- Blue lights should be flashing at various exterior locations letting the public know not to enter the building.

## Lockout Conclusion

A lockout is lifted when the external threat is resolved. Notification of such resolution may be through any means. Upon resolution of an incident and termination of the lockout, contact police to advise them of such. The School Messenger System will be used to notify staff and families.

# Shelter in Place / Hold in Place

There are times when it is necessary to move the school population to a single or multiple locations in the school building. This is called a shelter in place. In most cases, a shelter in place is done when there is a threat of or actual weather related incident or bomb threat.

## Shelter in Place Objectives

1. To minimize injury or death
2. To locate and contain any device or weather damage
3. To facilitate emergency shelter in place
4. To establish safe routes and designated areas

## For a Generic/Non- specific Bomb Threat

- Announce "shelter in place" and instruct everyone to remain where they are and scan their space area for anything out of the ordinary.
- Call 911
- If no device is found, decide whether to continue school or evacuate. The school district administration may consult with police to make their decision.
- If a device is found, follow "Specific bomb threat" Steps

## For a Specific Bomb Threat:

- Announce shelter in place
- Call 911
- Activate school emergency team. Instruct them to find an internal location to move the school population. Scan, clear the location and the routes to it. Move those in the affected area to the established and cleared location.
- Assist first responders as necessary.

## For a Weather-Related situation

- Announce shelter in place with instructions to go to the hallway or an internal room without windows and sit down on the floor.
- Activate emergency response teams
- Call 911 if needed
- The school district administration makes the decision regarding evacuation, continuation or dismissal of school. First responders can assist and consult with them to make their decision. (Joint decision making-Unified command)
- Current trends in bomb threat response rely on students staying in their classrooms. It is felt that through this compartmentalization, casualties can be minimized should a bomb detonate.

# **Bomb Threat Guidelines**

## **General**

A bomb threat, even if later determined to be a hoax, is a criminal action. No bomb threat should be treated as a hoax when it is first received.

The decision whether or not to evacuate is dependent upon information received in the threat, and how credible that information is.

## **Two alternatives to evacuation are compartmentalization and pre-clearance**

Compartmentalization relies on students remaining in their present locations while school administration and authorities assess and investigate the threat. Variation of compartmentalization- such as moving certain segments of the school population based upon new or developing information- can also be utilized in an effective response.

Pre-clearance relies on anticipating a threat, and is thoroughly covered in the SED guidelines.

## **Receiving Bomb threats**

- Written Threats
- Contact 911
- Anyone receiving a written bomb threat must immediately notify the school building administrator.
- Handling of a written bomb threat should be kept to an absolute minimum, since it may be used as evidence.
- Fingerprints may be taken from the note to help determine its source.
- A threat written on a bathroom wall, mirror, or stall should not be removed until it is viewed or documented (photographed).

## **Telephone or other verbal threats**

- Call 911
- Anyone receiving the information about a bomb threat must immediately notify the school building administration.
- The NYSP bomb threat instruction card should be placed next to telephones that are most likely to receive such calls.
- The bomb threat caller is the best source of information about a possible bomb.
- It is desirable that more than one person listens in on the call.
- Persons likely to receive a threatening call should receive special training and have a list of emergency phone numbers available.
- If possible the telephone threat should be taped

### **Information to be asked of the caller includes:**

1. Where is the bomb located?
2. When will the bomb go off?
3. What does the bomb look like?
4. What kind of explosive is involved?
5. Why was the bomb placed?
6. What is your name?

\*\*Also note item of call, language used by caller, gender, approximate age, speech characteristic, and noticeable background noise.

### **Suspicious Packages**

- Call 911
- Anyone receiving a suspicious package must immediately notify the school building administrator.
- Mail bombs can be contained in books, letters and parcels of varying sizes, shapes or colors.
- Letter bombs may feel rigid, appear uneven or lopsided or are bulkier than normal.
- The container is irregularly shaped, asymmetrical and has soft spot sand bulges.
- There may be oil stains on the wrapper.
- The wrapper may emit a peculiar odor.
- The package may be unprofessionally wrapped and be endorsed with phrases such as “Fragile-Handle with Care”, “Rush-do not delay”, “To be opened in the Privacy of \_\_\_”. “Prize enclosed”, or “Your Lucky Day is Here”
- There may be cut and paste lettering on the address label.
- The package may have no postage or non-cancelled postage.
- The package may exhibit protruding wires, foil, string or tape.
- The package may emit a buzzing or ticking noise.
- A suspect letter or package may arrive immediately before or after a telephone call from an unknown person asking if the item was received.

**Do not open or squeeze the envelope or package**

**Do not pull or release any wire, string or hook,**

**Do not turn or shake, place in water or place near heat**

**Do move people away from the suspected package**

**Do call 911 and activate the school plan**

### **Investigating Bomb Threats**

- Notify 911
- Be aware of the availability and limitation of specialized emergency services including bomb squads, hazardous materials management or bomb dogs.
- The school district administrator makes the decision regarding evacuation, continuation or dismissal of school-first responders can assist and consult with them to make their decision.
- Police may enlist the assistance of the school faculty/staff who are familiar with the building and can recognize objects that do not belong or are out of place.
- Scanning the building does not involve touching or handling a suspect object.
- Once the incident has been resolved and no longer poses a danger, a full threat assessment inquiry should be conducted on the person making the threat.
- See NYS school safety guide for assessment inquiry

## **School Cancellation**

The School Superintendent may cancel school before the beginning of the day. The Superintendent will notify the media and activate the automated notification system.

# Response actions to specific emergencies

Note that all emergencies are unique and it may be more effective to implement other response actions than those that are listed in this chart. The Incident Commander will need to make the ultimate decision.

<b>Criminal Offenses</b>	<b>(Notify police for all incidents)</b>
<b>Bomb Threat</b>	<b>Shelter or Evacuate</b>
<b>Biological Threat</b>	<b>Shelter and Evacuate</b>
<b>Civil Disturbance</b>	<b>Shelter or Lockdown</b>
<b>Hostage Taking</b>	<b>Lockdown</b>
<b>Intrusion</b>	<b>Lockdown</b>
<b>Kidnapping</b>	<b>Lockdown</b>
<b>Natural Hazards</b>	
<b>Earthquake</b>	<b>Shelter</b>
<b>Flood</b>	<b>Shelter or Evacuate</b>
<b>Thunderstorm/Lightning</b>	<b>Shelter</b>
<b>Tornado</b>	<b>Shelter</b>
<b>Winter Storm</b>	<b>Cancellation, Shelter or Evacuate</b>
<b>Technological Hazards</b>	
<b>Airplane Crash</b>	<b>Shelter or Evacuate</b>
<b>Gas Leak</b>	<b>Evacuate</b>
<b>Hazardous Leak off-site</b>	<b>Shelter</b>
<b>Hazardous Leak on-site</b>	<b>Evacuate</b>
<b>Water Loss</b>	<b>Evacuate</b>
<b>Fire and/or Explosion</b>	<b>Evacuate</b>
<b>System Failure</b>	
<b>Building Structural</b>	<b>Evacuate</b>
<b>Electrical</b>	<b>Evacuate or Early Dismissal</b>
<b>Heating</b>	<b>Early Dismissal</b>
<b>Transportation Fleet</b>	<b>Arrange alternate transportation</b>
<b>Roof</b>	<b>Evacuate</b>
<b>Sewage System</b>	<b>Evacuate or Early dismissal</b>
<b>Medical Emergency (Ambulance needed)</b>	<b>Shelter in Place</b>



## **Response Basics**

### **A. Assignment of Responsibilities**

- The Emergency Response Team will respond utilizing a chain of command consistent with the National Interagency Incident Management System (NIMS) Incident Command System (ICS).
- In the event of an emergency, the response team may adopt NIMS ICS principles based on the needs of the incident.

### **B. Continuity of Operations**

In the event of an emergency, the Building Principal or his/her designee will serve as Incident Commander. A member of a local emergency response agency may replace the School Incident Commander.

### **C. Security**

In the event of an incident/crime on school property, the building shall utilize the following procedure(s) for securing and restricting access to the scene in order to preserve evidence from being disturbed or destroyed:

- The initial scene security is charged with the Building Principal or designee until relieved by law enforcement officials.
- No items shall be moved, cleaned, or altered without prior approval from the appropriate law enforcement agency.
- Nothing in this section should be interpreted to preclude the rescue and aid of injured persons.

### **D. Accountability**

Teachers will account for all students at the beginning of each day and at the beginning of an incident. Principal will check with teachers and department heads for any missing people.

### **E. Medical**

The school nurse will prepare to bring medication to off-site sheltering locations as well as special medical need forms for students.

### **F. Main Office**

Will prepare to bring student/parent emergency information to off-site locations. Receptionists should be prepared to answer parental questions during an incident and explain where and how to pick up children from the school or sheltering site. They must also be aware of where to send media inquiries.

**G. Custodial**

The Director of Facilities or designee needs to prepare a map of utility shut-offs and have necessary tools readily available to operate valves and keys to gain access to switches. All custodians should be trained on emergency shut down operations. Custodians need to be available to secure buildings, direct traffic or respond to the emergency directly. The Director of Facilities must help evaluate damage to the building systems and call in appropriate contractors to repair damage as necessary.

**H. Cafeteria**

The Cafeteria Manager needs prompt update information regarding early go home or evacuation decisions. If possible they should prepare to transport food to a shelter area (i.e. Peanut butter and jelly, drinks)

**I. Building Administration**

Notify the District Office of activities taking place, updating the superintendent every 20-30 minutes. The building administrator will call for internal and external emergency services if necessary. The building administrator will also activate the crisis management team if necessary. The building administrator or designee will make calls to parents of children involved. He/she will organize sheltering evacuation procedures and remain with the school population if evacuated to another site. The building administrator will also update the faculty on the details of the event. Media calls will be directed to the superintendent.

**J. After Hours**

Any Administrator on site will serve as Incident Commander.

## **Responding to Threats and Acts of Violence**

All staff are required to notify the building administrator (or designee) of any violent incidents. The building administrator (or designee) will determine the seriousness of the situation and contact law enforcement immediately if the situation warrants.

### **Policies and procedures for responding to acts of violence by students, teachers, other school personnel and visitors to the school including threats by students against themselves, which may include the risk of suicide.**

- Gather and verify the information regarding situation; be as specific & clear as needed
- Review school procedures
- Principal will notify the Superintendent's office
- Superintendent will decide in what way other schools will be informed of the situation
- Principal/ Building TIG contact will contact the District TIG Coordinator. Determinations are made as to how and when to share information with TIG team, and other affected buildings
- Consult with law enforcement regarding which details are to be shared
- Identify who will act as a family liaison and then that individual will contact the family members to discuss how and what information they wish to be shared with their student
- Consult SchoolTool to identify which students would be most closely affected. If any child at school is directly affected by the situation decisions will be made as to level of disclosure. Identify a list of students and staff that are directly impacted and divide among members for check-in. Timing needs to be immediate as we wish to avoid students becoming aware of a situation via their personal communication devices. If this does occur, support will be given to those students. Referrals offered and support encouraged
- A suitable room or area for support will be designated as a specific location for the TIG committee members.
- Building level TIG team meets school psych, school counselor, school nurse, Principal and/or TOSA, to formulate a plan for the day

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

For incidents involving an individual or several students, the parents of all students involved will be notified as soon as possible by the building administrator regarding the details of the incident. Whenever the safety of the general student population has been jeopardized or is in future jeopardy all parents will be notified of the circumstances of the incident as soon as possible.

# **Prevention and Intervention Strategies**

**A. Policies and procedures related to school building security, including, where appropriate, the use of school safety officers and/or security devices or procedures.**

All staff are required to actively participate in measures outlined by the administration for providing school safety and security. These include:

1. Limiting access for all persons to one main entrance.
2. Wearing staff identification badges at all times.
3. Being cognizant of strangers in the building and stopping visitors who have not properly registered.
4. Providing adequate lighting in all areas.
5. Reducing and controlling traffic flow on campus.
6. Providing greeters for processing all visitors to student occupied buildings.
7. Training all staff on crisis intervention.
8. Installation of buzzer systems

**B. Policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including, but not limited to:**

- The identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information.
  1. Administrators and counselors share pertinent intake information regarding specific students with staff.
  2. Selected staff meet systematically with probation officers, juvenile officers and social service staff.
  3. Principals, counselors and Assistant principals meet with staff after an incident to discuss strategy.
  4. District website resources
  5. Principals work with law enforcement to conduct home visits if suspicious activity occurs.
  6. The Crisis Team meets to review incidents and determine a plan of action.
  7. STEP program is notified of any pertinent issues.

**C. Appropriate prevention and intervention strategies such as:**

- Collaborative agreements 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,
- non-violent conflict resolution training programs,
- peer mediation programs and youth courts, and
- extended day and other school safety programs.

1. Staff training programs:
  - a) School safety workshops offered annually
  - b) Review of the school handbook
2. Student programs:
  - a) SOAR after school program for at risk kids
  - b) Upward Bound
  - c) Liberty Partnership
  - d) Suicide Prevention Program
  - e) GCASA
  - f) Counselors and teachers will develop rapport with students.
3. Have appropriate personnel available 100% of the time.

**D. Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of:**

**Examples:**

- Youth-run programs,
  - Peer mediation,
  - Conflict resolution,
  - Creating a forum or designating a mentor for students concerned with bullying or violence,
  - Others based on district need.
1. DASA reporting
  2. Sources of Strength
  3. Positive Behavioral Interventions and Supports (PBIS)
  4. Social and Emotional Learning (SEL)
  5. Restorative Practices/Peace Circles

**E. Student Presents with a Mental Health Crisis while at school:**

*A **Mental Health Crisis** can be defined as a situation in which a person's thoughts, emotions, and behaviors can put them in jeopardy of harming themselves or clothes and/or put themselves at risk of being unable to care for themselves or function effectively in the school environment or community.*

1. In the event a student presents with a mental health crisis, the following protocol will take place:
  - Staff member reports the incident to a member of the ***Crisis Response Team***. Staff should attempt to reach the School Counselor first and if unavailable, attempt to contact other Crisis Team Members.

- The Crisis Response Team consists of: Administrators, Counselors, Nurse, School Security, School Resource Officer and any other trained staff that are designated to respond to crisis situations.
  - With a Crisis Response Staff person in place, a ***Lethality Assessment*** should be administered to determine the severity of the situation.
  - The School Counselor will consult with administration as to the assessment outcome.
2. If a health and/or safety concern is determined the following should occur:
- Parents are notified by the School Counselor, School Administrator or another member of the Crisis Response Team.
  - Student should be seen for further evaluation by outside resources listed here for a crisis appointment in order to complete a full ***Lethality Assessment***:
    - Genesee County Mental Health (GCMH), Private Practitioner or Emergency Room with Adolescent Mental Health services (Strong Memorial Hospital, ECMC)
  - If a parent refuses to take their child to a crisis appointment and there is a plan and/or intent to harm themselves or others, Administration/SRO should initiate a mental health arrest to ensure student safety.
  - Within 24 hours, the School Counselor or a member of the Crisis Response Team should follow up with the student's guardian and the therapist or agency that the student was referred to ensure a safety plan was created.
  - If the guardian did not make arrangements for a Lethality Assessment to ensure student safety, CPS should be contacted.
3. If a health and/or safety concern is NOT determined to be present by the School Counselor, Administrator, or Crisis Response Team member, the following should occur:
- Parents are notified by the School Counselor or School Administrator with the intent of notifying them of the incident and the outcome.
  - A plan is created by the Crisis Response Team along with the student and their guardian. Plan should consist of:
    - Access to a School Counselor as needed
    - Frequent checkins by School Counselor to monitor the student.
    - Other staff who interact with the student should be advised to contact the School Counselor immediately if the student exhibits any concerning behavior.

# **Recovery**

The District-Incident Response Team shall be comprised of:

- Appropriate school personnel
- Medical personnel
- Mental health counselors
- Others who can assist the school community in coping with the aftermath of a violent incident.

The District-Incident Response Team should develop the following procedures for dealing with post-incident response:

**A. Short Term**

1. Mental health counseling (students & staff)
2. Building security
3. Facility restoration
4. Post-incident response critique
5. Trauma, Illness, Grief (TIG)
6. Other

**B. Long Term**

1. Mental health counseling (monitor for post-traumatic stress behavior)
2. Building security
3. Mitigation (to reduce the likelihood of occurrence and impact if it does occur again)
4. Trauma, Illness, Grief (TIG)
5. Other

**Short Term:**

The post-incident response team will include Building Administrator, Business Official, Directors of Facilities, Counselors. The building administrator will ensure that counselors are available using the resources list in this plan. The custodial crew will secure any parts of the building that may have incurred damage or needs to be cordoned off for a criminal investigation. Custodians will also be critical to the building restoration activities. Costs for restoration using both in-house materials or contracted services will be documented by the business official. The team will review the incident and develop minutes, which will reflect areas for improvement for future events. The TIG response plan will be initiated.

**Long Term:**

Building counselors will observe students and review with faculty any long-term stress that students or staff may exhibit. The Director of Facilities will evaluate the facilities after an incident to determine if there is a need for additional safeguard such as surveillance cameras or additional lighting. They will also look to investigate any situations that may have caused or showed response actions to the event. The TIG response plan will be initiated.

# Drills

**Procedures for the review and conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials.**

- ❖ Each year, Building Principals will conduct at least (8) evacuation drills and (4) lockdown drills test of the emergency response procedures for each student occupied facility. All tests will be conducted in cooperation with local and county emergency management officials to the extent possible. Each drill will be reviewed at the conclusion to determine where improvements can be made.
- ❖ In addition to required lockdown and evacuation drills, at least one early dismissal drill will be conducted each school year that is no more than 15 minutes before the normal dismissal time. Procedures must include:
  - notifying parents and guardians at least one week prior to the drill: and
  - testing the usefulness of the communications and transportation system during emergencies

## School Security:

Duties of hall monitors and security personnel:

School Security Aide(s) are charged with maintaining the safety of the building through a series of activities. These include making rounds throughout the building and grounds to maintain a presence, assisting the assistant principals' office with student discipline, assist in the execution of the Emergency Management Plan, be competent with the use of the school's security camera system, serve as a liaison between the school, law enforcement and emergency response teams, serve on the district safety committee, be a daily presence during the lunches to assist in supervising students, make recommendations to administration in terms of best practice with regards to student and staff safety.

## Vital Educational Agency Information

The details about the building population are confidential and are only listed in the Building Plans.



# Remote Learning

## Technology and Connectivity

Access to technology is essential for the successful roll-out of this plan. The Batavia City School District has been committed to ongoing planning and implementation of district technologies to ensure equitable access for staff and students. The team has initiated plans that are mindful of student home access to reliable internet and computers.

- The Batavia City School District recently gathered data and asked teachers and families to identify their level of access to devices and high-speed broadband from their residences. Of 1,246 respondents, 96.5% indicated that they have internet access at home and 20.4% indicated they rely solely on school-issued technological devices. The district will continue to assess the ongoing needs of our families for technology and connectivity (survey, interviews, school outreach, etc.) In the event, that students and/or teachers do not have access, the district will take the necessary steps to meet their needs where plausible.
- Conduct and/or maintain an inventory of equipment and other assets.  
\*Identify which students, families, and staff have district assets in their possession.
- Procure, manage and/or maintain hardware, software, licenses, learning management systems, etc. to support and improve virtual instruction and student engagement.
- Identify professional learning needs for teachers and continue to support their development of skills and pedagogy in a virtual learning environment.
- Arrange a "Helpdesk" system for parents/students/teachers to report technical issues that might be experienced during remote learning. Communicate protocols to these stakeholders to inform them in advance of how to gain assistance in such cases.

Batavia City Schools will provide all students with access to learning materials and resources in multiple formats, wherever possible. Further, the district will support teachers through professional development and coaching on pedagogical methods that enable students to participate in multiple ways, so that they can demonstrate mastery of Learning Standards in remote or blended models through the use of both synchronous (i.e., Google Meet or other web conferencing tool) and asynchronous technologies (i.e., Google Classroom or other LMS). In the event students do not have sufficient access to devices and/or high-speed internet, the district will provide the students with alternate methods to access materials and instruction, i.e., pick up materials at school, drop off materials to students' homes, etc. The district will also schedule opportunities to connect with families to educate them on how to use the technologies and connect to the instructional activities. The district will use Google Classroom as the main Learning Management System. In addition to Google Classroom, BCSD teachers will use

communication systems such as Aptegey, SeeSaw, Remind, and Class Dojo to keep open lines of communication with students and families. Batavia City School District will provide technical support for teachers, students, and families through our IT department. The district will provide a hotline number and online tech support as well as in-person assistance to those with technological needs/issues as well as a virtual tech academy for stakeholders.

The Batavia City School District will provide students in grades PreK-12 with 1:1 device in the form of Chromebooks. In addition to what the district can offer, Batavia City Schools will work with the city and local community businesses to aid in providing internet access for all students who do not have it in their homes.

Through communication with city officials, the city can accommodate having open-source WIFI at the Liberty Center for Youth. The district will work directly with the Youth Center to integrate its utilization for reopening schools. Thus, making the possibility of having students at that remote location to learn on a daily basis. In addition, there is a planned infrastructure program that the Batavia Business Improvement District (BID) is working on that will enable free Wi-Fi downtown to attract more customers to downtown businesses. The district is, and will continue to be, working with a committee of administrators, teachers, and parents to identify the barriers to access and identify solutions to providing access as well as learning opportunities to those families.

## **Equity**

### **Culturally Responsive-Sustaining Education Framework**

NYSED has created the Culturally Responsive-Sustaining (CR-S) Education Framework to help educators create student-centered learning environments that affirm racial, linguistic, and cultural identities, prepare students for rigor and independent learning, develop students' abilities to connect across lines of difference, elevate historically marginalized voices, and empower students as agents of social change. The Framework provides guidelines that address contributions to be made by multiple stakeholders-including teachers, administrators, students, and community partners in developing a strong CR-S education. Districts are encouraged, to the greatest extent possible, to continue to apply the principles of the CR-S Framework in planning for the reopening of schools in 2020-21.

## **Teaching and Learning**

In an effort to assure high-quality teaching and learning, Batavia City School District developed a continuity of learning plan for the 2020-21 school year. This plan considers and includes teaching and learning in-person, remotely, and through hybrid models of instruction. Our plan ensures that instruction aligns with the New York State Learning Standards and assures equity as well as quality for all learners. Each plan describes instructional models, prioritizing the standards, academic gaps and interventions, structures,

and expectations for K-12. All core and special area courses will follow the specifications of the determined model. The model is subject to change at any time during the school year.

Equity is at the heart of all school instructional decisions. All instruction in our district is designed so that whether it is delivered in-person, remotely, or through a hybrid model due to a local or state school closure, there are clear, comprehensive, and accessible learning opportunities for all students. Such opportunities will be aligned with state standards. Our teaching and instructional plan outlines routine and scheduled times for students to interact and seek feedback and support from their teachers. Our plan is centered on instruction and academic programming that includes regular and substantive interaction with an appropriately certified teacher regardless of the delivery method (e.g., in-person, remote or hybrid). Our teaching and learning plan include a clear communication plan for how students and their families/caregivers can contact the school and teachers with questions about their instruction and/or technology. This information will be accessible to all, available in multiple languages, widely disseminated, and include clear and multiple ways for students and families to contact schools and teachers (e.g., email, online platform, and/or by phone) in an effort to assure learning for all.

The new school calendar typically includes one or more staff-only days before students arrive at school. Acknowledging the challenges that our teachers and staff have faced this spring delivering remote instruction under stressful circumstances, the district will focus these in-service days on providing support to staff in the areas of social-emotional health and technology integration.

As we enter the new school year, teachers will be encouraged to spend time building relationships, supporting students with the transition back to school, and teaching social distancing etiquette at developmentally appropriate levels.

When a remote or hybrid learning model is necessary, certain groups of students will be prioritized for in person learning to the greatest extent possible. This includes, but is not limited to, special education students, English language learners, students who did not engage in remote learning during the spring of 2020, students with technology or connectivity needs, and students with the most significant learning gaps in their grade level.

Each school will focus on prioritizing standards to create clarity around what will be taught and what students should learn during the next school year. Prioritizing standards fosters efficient planning and more efficient sharing of resources. Priority standards identify what is most important for students to know and be able to do and prioritize to our curriculum and teaching around essential standards.

Assessing student learning gaps or areas of need will be critical. Formative assessment before a unit of instruction to assess student understanding of pre-requisite skills will be common practice. Batavia City School District will provide appropriate prevention, intervention and/or remediation while ensuring high-quality instruction and access to grade-level standards for all.

Acknowledging that the typical content in a given 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.

Grading practices will follow a standards-based framework designed to provide direct feedback regarding students' mastery of course content.

For information relating to teaching and learning in GV BOCES special education and Career and Technical Education programs, please see the BOCES website For information relating to teaching and learning in BOCES special education and Career and Technical Education programs, please see the BOCES website <http://www.gyboces.org/>

### **Early Learning (UPK)**

BCSD will ensure that the needs of our youngest learners are addressed, whether instruction is provided in person, remotely, or through a hybrid model. BCSD will ensure that Community-based Organizations (CBOs) operating pre-kindergarten programs are following health and safety guidelines outlined in NYSED guidance and required by the New York State Department of Health. CBOs operating Prekindergarten programs will have a 2020- 2021 plan for providing continuity of instruction for in-person, remote, and hybrid learning models.

### **Grades K-6**

#### **In-Person Instructional Model**

100% of Staff and students will attend school in the physical building for a full day on each scheduled school day and instruction will be delivered in traditionally scheduled courses/subject areas with established precautions for maintaining health and safety. Social distancing measures will be in place and masks are to be worn. Using this model, students will be actively involved in the school learning environment. In addition, instructional programs, for the most part, will maintain their current integrity.

Upon reopening, the number of students in each of our classrooms will be reduced to adhere to CDC guidance regarding proper social distancing. Class size will reflect the need to ensure that students' desks/seats are positioned no less than six feet apart.

Accommodating a six-foot radius around students will necessitate the identification of additional rooms and common-area spaces that can be converted into elementary classrooms.

Current staffing levels may be insufficient to accommodate the expanded number of classrooms needed to ensure social distancing. Teachers will participate in

professional development to learn about new approaches for delivering instruction and providing adequate supervision of students.

Our schools will minimize the movement of students. This potentially means having students eat lunch in their classroom instead of the cafeteria and eliminating assemblies, field trips and other large-group activities.

Special-area subjects (e.g., art, music, physical education) may be pushed into the classroom. Whenever possible students will utilize outside space for physical education instruction. We will adhere to 12 feet between students when engaging in physical activity.

To the extent possible, students will remain in small cohorts if/when leaving the classroom, such as for recess or any necessary transition, so as to reduce their exposure to additional students.

### **Hybrid Instruction Learning Model**

Students will be back in school with an altered schedule to reduce the student population within the building. Students would attend school in person for a portion of a day or a portion of a week and the rest of the time they would engage in remote instruction. Social distancing measures will be in place and masks are to be worn. Using this model, students will be actively involved in the school learning environment in a smaller group setting.

Given the possibility that communities may experience spikes in COVID-19 cases at any point during the school year, which may prompt short or long-term school closures, our district has developed a hybrid/blended learning model and schedule that can continue as in a fully remote environment.

Instruction will not only focus on "core" subject areas to the exclusion of elective courses. Consideration will be given to prioritizing hands-on and lab-based activities while students are onsite in school buildings. All instruction will continue to be aligned to the New York State Learning Standards.

As noted previously, student schedules will remain the same whether instruction is in person or remote so that students do not encounter conflicts wherein synchronous lessons for different subjects are offered simultaneously.

Remote learning opportunities for secondary students will include a greater emphasis on synchronous instruction, with teachers finding ways to provide live instruction and lessons to students. While recording live lessons is still essential for students unable to attend at a scheduled time, teachers will ensure that their students are directly engaged with them and their class peers in experiential learning on a regular basis.

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

Grading practices will follow a standards-based framework at the elementary level and is designed to provide direct feedback regarding students' mastery of course content. We will use our traditional numeric system for middle school and high school but will offer feedback regarding competency/mastery as applicable to student assignments.

## **Remote Learning Instructional Model**

Staff will attend school in the physical building. Instruction will be conducted digitally through online methods. The structure of the classes, expectations for students and teachers, and protocols for taking attendance, delivering lessons and instructional materials, assessing student work, and grading/providing feedback will be explained. Structures and Expectations for K-12 Hybrid/Remote Learning A predefined set of strategies has been established for hybrid/remote learning. When planning for and delivering instruction, all faculty and staff will follow the expectations outlined below:

Google Classroom, a Learning Management System (LMS) will be used in each school to plan, deliver, and manage the learning content for Hybrid/Remote instruction. Content is created in other applications and loaded and organized within the LMS. Learning content may include documents, videos, learning activities, and/or assessments.

All students will be provided with an electronic device (Chromebook) for use at home. Portable mobile connections to the internet will be provided for students who do not have an internet connection at home. Keep a regular school schedule with exact times for course/subject area instruction. Instructional times will be established by each school. Teachers are required to take daily attendance for each lesson or course.

## **Key Virtual Remote Learning Terms**

**Asynchronous Learning** - Asynchronous virtual learning occurs when students work independently on learning activities and assignments. Teachers provide lesson content through written materials and video presentations. Students show what they know by completing interactive learning activities, self-grading and teacher-graded assessments, and teacher-graded written work and projects.

**Synchronous Learning** - Synchronous virtual learning occurs when students join an audio/video-enabled meeting space at the same time. This space is greatly enhanced

when the meeting space includes an interactive whiteboard, chat, and breakout rooms. This synchronous session may include whole group instruction led by the instructor and small group work amongst the learners. The structure of this session is much like an in-person learning experience.

Using video conferencing (Google Meet, Zoom, Microsoft Teams) software for daily live (synchronous) lesson instruction.

### **Engagement Strategies and Online Tools**

Online Tool: Chat

- One way to keep students engaged in the learning process during the lesson is to pose questions that they must respond to. Students who may not raise their hand in a face-to-face classroom may feel more comfortable sharing a response in chat. Students can also ask questions and provide insights during the lesson.

Wait time is important when asking questions in the classroom. This gives students time to prepare a response. Wait time is especially important in the virtual classroom.

## **District Resources to be used in an emergency**

The details of the district resources are confidential and are only listed in the Building Plans Appendix 2 is a list of “gotta go” bag contents

## **Plan review and public comment**

- This plan shall be reviewed and maintained on an annual basis according to New York State Education Department guidelines.

Response Plans or Building Level Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.



## Appendix 1:

### Communications with others

- A. Internet Alerts
- B. Televised Alerts
- C. 2 way radios
- D. Cell Phones
- E. Land lines

### Outside Agencies

<b>Agency</b>	<b>Location</b>	<b>Phone No.</b>
Ambulance		911
Fire		911
Genesee County Disaster Coordinator	T. Yaeger	344-0078
Batavia Highway Department		343-5520
DEC	Avon	226-5427, 226-5400
		Spills - 607-324-4504
Food Suppliers	Tops	343-9373
	Save-a-Lot	343-2491
Hospital	UMMC	343-6030
Poison Control	Upstate	800-222-1222
Red Cross	Genesee County	343-6098
Police	Batavia City Police	345-6350
	Genesee Cty. Sheriff	343-5000
	NYS Troopers	344-6200
FBI		716-856-7800
Homeland Security Hotline		866-723-3697, 1-202-282-8000
National Grid		800-642-4272
Gas Emergency		800-444-3130
Frontier Business		777-1000 or 777-1234
Genesee County Health Department		344-2580
Suicide Crisis Hotline		800-748-2433 or 988
National Youth Hotline		800-273-8255
Child Abuse Hotline		800-342-3720

<b>Media</b>	<b>Phone No.</b>
The Daily News	343-8081
The Batavian	250-4118
WBTA 1490 AM	344-1490
WHAM 1180 AM	454-4884
WCJW 1140 AM	786-8131
WARM 101.3 FM	399-5700
Channel 2	716-849-2222
Channel 7	716-845-6100
Channel 8	288-8400
Channel 10	232-1010
Channel 13	334-8700
TWC News	756-1673

## Appendix 2

### Gotta go bags

- Student Register with parent emergency numbers
- List of students with custody limitations
- Teacher/Employee roster
- Teacher schedules
- School emergency plan
- Building Floor Plans (10 Copies)
- Exterior school's grounds maps-5 copies
- Bull Horns
- Walkie-talkies
- Master keys to building – 2 sets
- First Aid supplies
- Student tracking forms Parent reunification forms
- Index cards
- Flashlights
- Duct tape
- AM/FM radio
- Weather radio
- Blanket
- Utility knife
- Screwdriver
- Pliers
- Plastic bags
- Medications
- Sign making supplies-Poster board/Markers

## Appendix 3

### School Security Aide

**Job Description:** SCHOOL SECURITY AIDE

#### **DISTINGUISHING FEATURES OF THE CLASS:**

Oversees student corridors, locker rooms, cafeterias, parking lots and other aspects of the high school building and grounds. This person is responsible for helping to maintain order and safety for students, faculty, support service personnel, and community members within the school and on school property. The employee is engaged in a high level of involvement with the administration of the building and consistent enforcement of our Code of Conduct both in the building and around the campus. The employee provides an added level of protection in a building that houses the most students and is used extensively by our athletic teams and community members. With students from multiple Genesee County districts and our middle school, in the high school in July and August, the employee can apply consistent expectations for student behavior both in the high school and on the campus year around.

#### **TYPICAL WORK ACTIVITIES:**

- Oversees students passing between classes, in locker rooms, and on premises immediately before and after school (including summer school);
- Is responsible for supplies and equipment inventory for athletics/Physical Education during summer months;
- Helps maintain order in classrooms, study halls, and other student areas;
- Assists with lunch supervision;
- Performs incidental minor clerical duties as assigned;
- Provides protection to students, faculty and support service personnel as needed;
- Advises students of school rules;
- Reports to the principal or assistant principals any emergency situation which may require police assistance;
- Refers violation of policies to assistant principals and accompanies students when needed;
- Maintains a good rapport with students, staff, and community members;
- Clears hallways during passing time;
- Escorts students to/from ISS/offices/class/entrances;
- Checks exterior doors and lavatories during each block;
- Assists administrators with student searches;
- Breaks up disturbances/large gatherings on school grounds (including fights);
- Provides specific and routine camera surveillance checks;
- Mentors students;
- Unlocks/locks State Street doors;
- Tends to/fixes locker jams/problems;
- Evacuates the building for emergencies and/or drills;
- Provides assistance during lockdowns and medical emergencies;
- Completes parking lot checks;
- Assists with extended homeroom activities;
- Prepares for assemblies (lighting, sound, etc.) as needed;

- Supervises bus drills;
- Covers duties of a homeroom teacher as needed;
- Gives emergency classroom coverage;
- Assists with the coordination and data entry that controls access information for individuals and groups for the high school building;
- Serves as a member of the school and district Safety Committees

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES, AND/OR PERSONAL CHARACTERISTICS:**

Working knowledge of the practices and procedures necessary to maintain order and ensure the protection of life and security of buildings, grounds or equipment; ability to exercise sound judgment in carrying out monitoring and security duties; ability to understand and deal effectively with students, faculty and members of the community; ability to understand and carry out oral and written directions; good interpersonal and human relations skills; sound judgment in an emergency; good powers of observation; mental alertness; reliability; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:**

Graduation from high school or possession of an equivalency diploma recognized by the NYS Department of Education AND EITHER:

A. Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in Criminal Justice or a related field;

**OR**

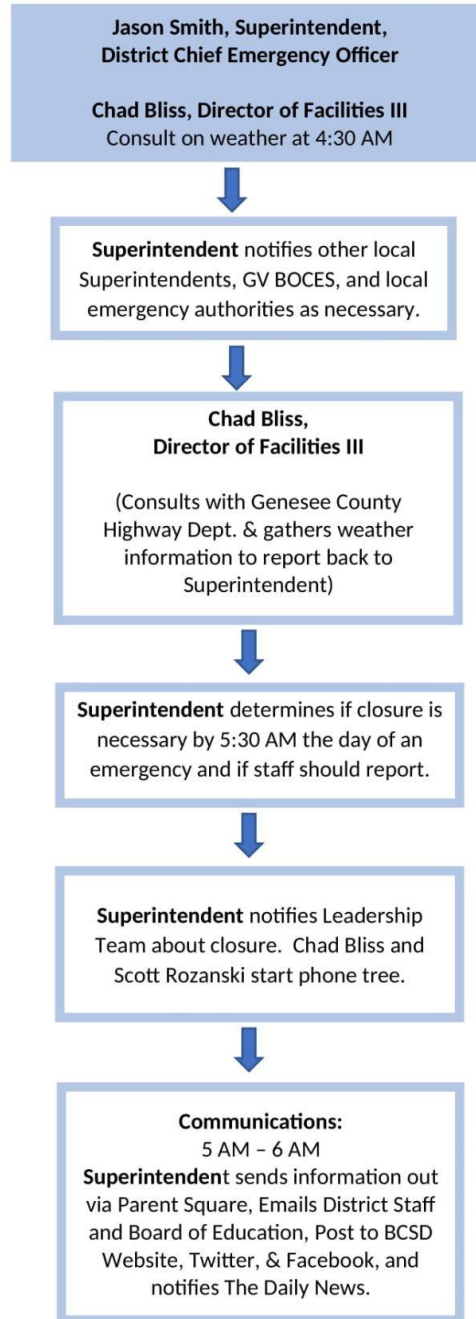
B. Two (2) years of full-time, paid experience in school security or its equivalency.

1. Candidates must have New York State Security Guard Certification at time of appointment.
2. Candidates must have passed a Child Abuse Recognition course.
3. Candidates must successfully complete a District training program.
4. A fingerprint-supported criminal history background check is mandatory for prospective employees of school districts.

Board Adopted: 09/14/09

Appendix 4

## Emergency Communication Plan



Adopted by BOE: October 19, 2020

Revised for Superintendent: January 2022 & Revised for DOF: May 2023

Appendix 5

**School Resource Officer Agreement**

**RESOLUTION APPROVING INTERMUNICIPAL AGREEMENT  
FOR SRO SERVICES**

At a Regular Meeting of the Board of Education (the "Board") of the Batavia City School District (the "School District"), held on July 7, 2022.

**WHEREAS**, Article 5-G of the New York State General Municipal Law provides the authority for the School District and City of Batavia (the "City") to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

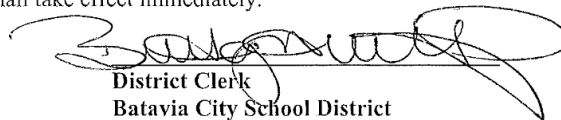
**WHEREAS**, the Board of Education of the School District has determined that an effective and efficient method to protect the safety of School District students, staff and property is an intermunicipal agreement with the City to obtain School Resource Officer ("SRO") services commencing September 1, 2022 and expiring June 30, 2025; and

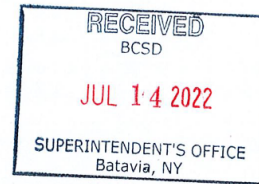
**WHEREAS**, the Board of Education has had the opportunity to review the proposed agreement;

**NOW, THEREFORE**, the Board of Education of the School District resolves as follows:

1. The Board of Education hereby approves the intermunicipal agreement between the School District and City for SRO services commencing September 1, 2022 and expiring June 30, 2025.
2. The Board authorizes the Superintendent to execute the intermunicipal agreement in the form approved by legal counsel.
3. This Resolution shall take effect immediately.

Date: July 7, 2022

  
District Clerk  
Batavia City School District



**SCHOOL RESOURCE OFFICER AGREEMENT**

This School Resource Officer Agreement (this “**Agreement**”) is made as of July 12, 2022 by and between the **City of Batavia, New York, Police Department**, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the “**City**”); and **Batavia City School District**, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the “**School District**”).

**WHEREAS**, Article 5-G of the New York State’s General Municipal Law (“**GML**”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

**WHEREAS**, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the City to serve as School Resource Officers at the School District;

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. General Terms and Conditions.**

**a.** The City and School District enter into this Agreement for the purpose of City Law Enforcement Officers on site at the School District to serve as SRO’s. The City will assign SRO’s to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).

**b.** The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

**c.** The SRO’s shall be subject to all other personnel policies and practices of the City.

**2. Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with two (2) full-time SRO’s designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:



The City agrees to have the SRO's on site at the designated School District building and hours each day that school is in session during the school year between September 1<sup>st</sup> and June 30<sup>th</sup>.

The SRO's shall be on site at the designated School District facilities for school events such as sporting events or district meetings as needed.

The terms of this Agreement have been developed with stakeholder input per the requirements of 8 NYCRR Section 155.17(c)(l)(xi).

3. **Term.** The term of this Agreement commences September 1, 2022 and expires on June 30, 2025 (the "Term").

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Upon such early termination, the School District shall be liable for amounts owed as of the effective date of termination. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Council.

4. **Payment.**

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.
- b. **City Compensation.** The School District shall pay to the City 100% of the SRO's salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City. Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.

5. **School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

- a. Review that the SRO's have received all training required under the terms of this Agreement;
- b. Train the School District staff annually regarding appropriate role the SRO's in schools, and appropriate conditions under which an SRO's assistance may be requested;

- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.
- d. To the extent permitted by law and/or School District policy, provide designated SRO's with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO's with a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO's have appropriate access to appropriate criminal justice databases as well as internet access.
- e. The School District acknowledges that the SRO's may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. **City Duties**

- a. **General Obligations of the City.** The City will:
  - i. Train the SRO's regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter.
  - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, gender, age, race/ethnicity, and disability. The City shall provide this data to the School District at least once each year during the term of this Agreement.
  - iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.
- b. **Duties of SRO.** The City shall also provide the School District with officers capable of providing the following SRO services:
  - i. Report directly to the City Police Chief or his/her designee.
  - ii. Patrol and observe all areas of the school buildings and grounds.
  - iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.



- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.
  - v. Report all violations of law, school rules, regulations or policies to school administration.
  - vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
  - vii. Act as liaison with police and other emergency personnel.
  - viii. Build relationships by being a liaison between the police department and the School District.
  - ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
  - x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
  - xi. Become familiar with all hidden recesses in the building and check them as time permits.
  - xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
  - xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
  - xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
  - xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
  - xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
  - xvii. Educate potential school-age victims in crime prevention and safety.
  - xviii. Develop or expand crime prevention efforts for students.
- c. **Event Duties.** Upon request of the School District, the City will provide the SRO's for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
- d. **All Duties.** SRO's shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. SRO's shall not detain or question students for the sole purpose of ascertaining their immigration

status. SRO's shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. **SRO Program Objectives**. The objectives of the SRO program are to:
- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
  - b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
    - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
    - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
  - c. Facilitate crime prevention, Law Enforcement, and security consultation;
  - d. Build lines of communication and promote positive attitudes between students and the City's Police Department;
  - e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;
  - f. Provide a positive role model to the students; and
  - g. Provide education in Law Enforcement, as requested and appropriate.
8. **Qualifications of SRO**. All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. All SRO's shall meet the following qualifications:



- a. Be a full time, City of Batavia law enforcement officers certified by the State of New York with law enforcement experience;
- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.

9. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by an SRO under this Agreement shall be performed in such capacity. The SRO's shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO's shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. In the event the School District has made all payments due under Paragraph 4(b), the City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Batavia City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. **Absences and Replacements.**

- a. **Absences.** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor and School designee. In the event of long-term absences, the Chief of Police or designee will meet with the District Superintendent or designee and assign a fill-in officer on a case-by-case basis when City staffing levels allow for such assignment.
- b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent

of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

- i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate an SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.
- ii. In the event of the resignation, dismissal or reassignment of an SRO, or in case of long term absences by an SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. **Confidentiality**. The City acknowledges and agrees that, in the course of providing these services, the City may obtain confidential information and records about the School District, its students and employees, and School District practices and procedures. The parties agree that they shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the New York State Education Law. The School District will provide the SRO's training on his/her obligation under FERPA and Education Law Section 2-d. The parties further agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement unless required to do so by law or court order, and shall share such information with each other only if permitted by law. Required disclosures pursuant to the Freedom of Information Law or other applicable law or regulation shall not be considered a breach of this Agreement.

12. **Indemnification**.

The City shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, reasonable attorney's fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the City, its officers, employees (including the SRO), agents and representatives.

- a. The School District shall indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the School District, its officers, employees, agents and representatives.



13. **District Code of Conduct and Searches.**

- a. Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the responsibility of the District's administration. While an SRO may act as a resource to a school administrator during an investigation, the SRO's may not directly question students or assign discipline.
- b. School officials may conduct searches of students' property and person as permitted by New York State Law. The SRO's should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of the school principal. At no time shall the SRO's request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.

14. **Non-Appropriation.** Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.

15. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.

16. **Assignment.** This Agreement may not be assigned by either party.

17. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

18. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

19. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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

CITY OF BATAVIA

BATAVIA CITY SCHOOL DISTRICT

Eugene Jankowski Jr.

Jason Smith

Eugene Jankowski Jr., City Council President

Jason Smith., Superintendent

Date 7/11/22

Date 7/7/22

SEAL

SEAL

Rachael J. Tabela

Rachael Tabela, City Manager

Date 7/11/22

SEAL

Shawn Heubusch

Shawn Heubusch, Police Chief

Date 7/11/22

SEAL



## ADDENDUM A

### Parents' Bill of Rights for Data Privacy and Security

#### The NYS Education Department's Education Law §2-d Bill of Rights for Data Privacy and Security

Parents and eligible students<sup>1</sup> can expect the following:

1. A student's personally identifiable information (PII)<sup>2</sup> cannot be sold or released for any commercial purpose.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.
3. State and federal laws,<sup>3</sup> such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of a student's PII, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by NYSED is available for public review at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security), and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, by email to [privacy@nysed.gov](mailto:privacy@nysed.gov), or by telephone at 518-474-0937.
6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
7. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.
8. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

Education Law Section 2-d  
Adopted 3/31/20, Revised June 2020  
Adopted by BOE: June 22, 2020 & Posted to BCSD Website

<sup>1</sup> "Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

<sup>2</sup> "Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-e of this chapter.

<sup>3</sup> Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at <http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data>.