

ROME CITY SCHOOL DISTRICT



2024-2025

DISTRICT-WIDE SAFETY PLAN

PROJECT SAVE
(Safe Schools Against Violence In Education)
DISTRICT-WIDE SCHOOL SAFETY PLAN
as required by Commissioner's Regulation 155.17

INTRODUCTION

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies. The District-wide plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts stand at risk from a wide variety of acts of violence, as well as from natural and manmade disasters. To address these threats, the State of New York has enacted the Safety Schools against Violence in Education (SAVE) law. Project SAVE is a comprehensive planning effort that addresses prevention, response, and recovery with respect to a variety of emergencies in each school district and its schools.

The Rome City School District ("District") supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going District-wide cooperation and support of Project SAVE.

The Superintendent of Schools or his/her designee will serve as the District Chief Emergency Officer. Responsibilities include: facilitate safety training for school district personnel, ensure the school's building-level emergency response plan is up-to-date each year, make sure drills (evacuation and lock down) occur as per Education Law §807, and aid in policy development and decision-making for security technology.

SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

Purpose

The Rome City 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 of Schools appointed a District -wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan

A. Concept of Operations

The District-wide School Safety Plan shall be directly linked to the individual Building-level Emergency Response Plans for each school building. This District-wide School Safety Plan will guide the development and implementation of individual Building-level emergency response plans. Copies of Building-level plans will be maintained in the District Central Office.

This Plan has been developed using the New York State Education guidance document as well as checklists and other resources provided by the Oneida-Herkimer-Madison BOCES Safety Office. It has been reviewed and revised by members of the District-wide School Safety Team prior to public comment.

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.

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.

Emergency response actions, including Crisis Response, may be supplemented by involving County and State resource through established protocols.

B. Plan Review and Public Comment

Pursuant to Commissioner’s Regulation 155.17 (e)(3), this plan will be made available for public comment prior to its adoption. The District-wide and Building-level plans may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. The plan was formally adopted by the Board of Education in 2002.

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 Education Law Section 2801-a.

Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building-level emergency response plans will be supplied to both local and State Police within 30 days of adoption.

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

C. Identification of School Teams

The District has created a District-wide School Safety Team including the following persons:

District-Wide Safety Team 2024-2025 Representative of:	Name
Board of Education Representative	Kelly Carinci
Board of Education Representative	Danielle Lubecki
Administration Representative	Robb Mezza
Rome CSD Facilities	Alex Rodriguez
School Safety Administration	Paul Yanik
Oneida-Herkimer-Madison BOCES Safety	Christy Colangelo, Jessica Fletcher
Union Representation	Tracy O’Rourke
Rome CSD Transportation	Tom Waldron
Rome CSD Nurse Coordinator	Christina Freeman, Carolyn McMahon
Rome CSD Parent Representatives	Dr. Stephen Hampe, Vaughn German

SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

A. Identification of sites of potential emergency

The District has established procedures for the identification of potential sites and the internal and/or external hazards that may be present in them. These procedures are developed in coordination with the local Emergency Management Office, Fire Department and law enforcement agencies, and the use of a Risk Probability Checklist. Appendix 2 of this Plan includes the risk probability checklist and the results of this evaluation.

B. Actions in response to an emergency

The District has identified the following general response actions to emergency situations. These actions include: See Appendix 8 for general details.

- School cancellation (prior to start of day)
- Early dismissal
- Shelter-in-place
- Hold-in-Place
- Evacuate
- Lockout
- Lockdown

The confidential Building-level Emergency Response Plans include identification of specific procedures for each action depending upon the emergency. See Appendix 7 for general response protocols.

Emergencies include, but are not limited to:

- Threats of Violence
- Hostage/Kidnapping
- Natural/Weather Related
- Civil Disturbance
- School Bus Accident
- Gas Leak
- Systems Failure
- Fire/Explosion
- Bomb Threat
- Medical Emergency

C. District resources and personnel available for use during an emergency

The District has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the Building level Emergency Response Plans as deemed appropriate by the Incident Command Team. See Appendix 5.

Specific personnel and resources are identified in the confidential Building-level Emergency Response Plans. External resources are identified in Appendix 6.

Equipment	Location
Defibrillator	Instructional Buildings/Athletics
Smoke Detectors	Fire Department – via 911
Emergency Lighting	Each building
Portable Fire Extinguishers	Each building and each bus
Spill Cleanup / Absorbent Materials	Science Labs/Custodial Dept.
First Aid Supplies	Each Building - Nurses Office

The following functions are available to assist in the event of an emergency:

Name	Role, skill, or assignment
School Nurse	Medical/ First Aid
First Responders	First Aid
Head Custodian	Facilities
Bus Drivers	Transportation
Crisis Team	Post-Incident Response
Suspicious Object Identification Team	Volunteer Staff

D. Procedures to coordinate the use of school resources during emergencies

The District uses the Incident Command System model for emergency actions. For District-wide emergencies, the Incident Commander will be the Superintendent of Schools or his/her designee. In building-level emergencies, the administrator-in-charge or his/her designee will act as the Incident Commander. The Incident Commander is authorized to activate such resources and personnel as are appropriate to the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the Building-level Emergency Response Plan. Building-level Incident Command staff is identified in the Building-level Emergency Response Plans.

The Incident Command System for the District, and for individual buildings, is better defined in Appendix 5 of this plan.

E. Annual multi-hazard school training for staff and students.

The District will conduct annual training for both staff and students in school safety issues. Training will be coordinated by the Superintendent of Schools, and may consist of classroom activities, general assemblies, tabletop exercises, full-scale drills or other appropriate actions to increase the awareness and preparedness of staff and students.

Drills and other exercises will be coordinated with local, county and state emergency responders and preparedness officials. Existing plans will be revised in response to post-incident evaluations of these drills.

Training procedures and framework are included in Appendix 3.

F. Staff development

- ☐ All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.
- ☐ Staff development with respect to school violence prevention, intervention, and response will be included in professional development plans.
- ☐ School violence prevention and intervention training for all staff will be included annually in a superintendent’s conference day or other appropriate time.

School Administration will be responsible for implementing instructional staff development programs.

School Administration will be responsible for non-instructional staff development with respect to school violence.

Staff development resources and other related information are listed in Appendix 3.

SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

A. Policies and procedures for responding to implied, or direct threats of violence or acts of violence by students, teachers, other school personnel and visitors to the school

The District has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence – See Appendix 7 (see also District Code of Conduct).

B. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident

Law enforcement officials will be contacted by the Incident Commander in line with the Building-level Emergency Response Plan, and will be requested based upon the “closest response agency” concept to ensure that the response to the incident is as rapid as possible. In most cases, law enforcement agencies will be contacted through the 911 system that will dispatch the appropriate agency. Appendix 6 includes a table listing the closest response agencies with contact names and numbers for use in non-emergency situations.

C. Appropriate response to emergencies

The District recognizes that appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The Building-level Emergency Response Plans detail the appropriate response to such emergencies.

D. 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

The District will contact appropriate parents, guardians or person in parental relation via media release, telephone contact or other appropriate means in the event of a violent incident, prior to school opening or early dismissal. See appendix 9. Conditions requiring such notification are outlined in the Building-level Emergency Response Plans.

SECTION IV: COMMUNICATION WITH OTHERS

A. Procedures for obtaining assistance during emergencies from emergency services organizations and local government agencies

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agencies. See Appendix 5 for the Rome City School District Incident Command System.

District's local emergency management office information:

Emergency Management Office		
Edward Stevens	Oneida County Emergency Preparedness	315-765-2527

B. Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law

In the event of a violent incident, the Superintendent will contact appropriate law enforcement officials through the 911 system.

A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is included in the appendix of each confidential Building-level Emergency Response Plan. Appendix 5 identifies the District Incident Command System.

The District will rely on the advice of the local emergency management office listed above.

C. A system for informing all educational agencies within the District of a disaster

The District will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification and delegate its delivery. A list of these agencies and the contact information is located in Appendix 1.

D. Maintaining certain information about each educational agency located in the school district

The following information concerning educational agencies located within the district is included with the Building-level Safety Plans: See Appendix 1.

- School population (approximate)
- Number of staff (approximate)
- Transportation needs,
- Contact information of key officials

The Superintendent or his/her designee will ensure that this information is current and accurate.

SECTION V: PREVENTION AND INTERVENTION STRAGIES

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

The Rome City School District utilizes identification badges, sign-in procedures, single point of building access, security cameras, school safety officers, reference checks and fingerprinting according to SAVE requirements for all staff. See appendix 4.

Each instructional building will maintain their respective security policies and procedures, as appropriate; consistent with the confidential Building-level Plan.

B. Early Detection of Potentially Violent Behaviors

The District recognizes that the most current data caution against profiling students who have the potential for violence. However, it also acknowledges the need to identify youth at risk and to provide the necessary support services to all students, beginning at an early age. The District therefore will maintain resources on the early detection of potentially violent behaviors, maintain a team of qualified staff to evaluate threats and other potentially violent behaviors. The district may disseminate violence prevention information to parents, students and staff via newsletter, mailings, handouts or meetings as appropriate.

The Rome City School District is committed to the use of interpersonal violence prevention education for all students, when available. Annual Violence Prevention training is conducted for instructional and support staff. See Appendix 3

C. Prevention and intervention strategies

The District continues to develop and investigate various strategies regarding violence prevention and intervention. These strategies include, but are not limited to:

Character Education	Safe Schools
Conflict Resolution/Anger Management	Counseling
Peer Mediation	Student Government

D. Strategies for improving communication among students and between students and staff, and for the reporting of potentially violent incidents

The District recognizes that communication is a vital key in the prevention and intervention of violence in schools. The district referral process is utilized for the reporting of potentially violent incidents according to the building chain of command and following the district Code of Conduct. Additionally, student counselors are available each day for students to share information where the source can remain confidential. To that end, the District will continue to explore programs based on the District's needs.

E. Description of duties, hiring and screening process, and required training of hall monitors and other school personnel

See Appendix 4.

SECTION VI: RECOVERY

A. Post-Incident Response

The Post-Incident/Crisis Response Team will institute the Crisis Response Plan as outlined in the confidential Building-level Plans. District resources will be made available as needed depending upon the nature and magnitude of the event.

B. Disaster Mental Health Services

The Superintendent, or his/her designee, will assist in the coordination of Disaster Mental Health Resources and the implementation of the Crisis Response Plan. During the recovery phase of an incident, the district will re-evaluate its current violence prevention and school safety activities and consider what the district can do to improve its plan.

APPENDICES

Appendix 1:

Listing of all school buildings covered by the District-wide School Safety Plan with addresses of buildings, and contact names and telephone numbers of building staff. Home telephone numbers will be maintained in the building and district offices.

Building Name	Address	Contact Name	Telephone Number
Rome Free Academy 1,473 students and 227 staff – 23 buses, 5SL,4MKV	95 Dart Circle	Brian LeBaron	315-334-7202
Strough M.S. 817 students and 142 staff – 12 buses and 5 SL 2MKV	801 Laurel Street	Tracy O'Rourke	315-338-5202
Bellamy Elementary 558 students and 109 staff – 4 buses,4 SL, 1MKV	7118 Brennan Avenue	Jodi Marchione	315-338-5261
Clough Early Childhood 138 students and 68 staff – 2 bus, 1 SL	409 Bell Road	Molly Mytych	315-334-1250
Denti Elementary 615 students and 106 staff – 7 buses and 2 Spec. Needs	1001 Ruby Street	Sherry Lubey	315-338-5371
Gansevoort Elementary 395 students and 84 staff – 3 buses 2 special needs	758 West Liberty Street	Jennifer Pouliot	315-334-5181
John Joy Elementary 403 students and 86 staff – 5 buses, 4SL	8194 Bielby Road	James Daino	315-334-1261
Ridge Mill Elementary 364 students and 71 staff – 6 buses, 2 SL	7841 Ridge Mills Road	Mike Flagg	315-334-1281
Stokes Elementary 310 students and 63 staff – 5 buses, 2 SL	9095 Turin Road	Wendy Hutchings	315-334-1221

Listing of other educational agencies (day care, parochial school, pre-school, etc.) located within or adjacent to the District:

Educational Agency	Contact Name	Telephone Number
Rome Catholic High	Nancy Kristl	315-336-6190
New York State School for the Deaf	Kara Shore	315-337-8400
Rome Family YMCA	Hank Leo	315-336-3500
Upstate Cerebral Palsy-New Discoveries Learning Center and Tradewinds Ed. Center	Jerome Earl	315-533-1150
First Presbyterian Nursery School	Mary Lou Alguire	315-339-7529
Griffiss Child Development	Amanda Ciotti	315-624-9930 x2523
CNY Developmental Service Office (DSO) (199 Mill St.)	Randy Wilcox	315-337-3681 Cell 315-794-8529
Mohawk Valley Community College – Rome Campus	Tina Tryvalski	315-334-7709
Holy Cross Academy	Teri Maciag	315-363-1669
St. Patrick’s School	Kristin Healt	315-363-3620

Appendix 2:

District-wide Risk Determination

Using the Risk Probability Checklist on p. 11 and the recommendations of local law enforcement and emergency response personnel, the District has determined that the following risks apply to all District buildings:

High winds/winter storms and blizzards
Severe thunderstorms
Hazardous materials
Transportation accidents
Gas leak
Fire/Emergency Evacuation
Medical emergency
Earthquake

In addition, the District recognizes that every school building has the potential for violent incidents, including:

Hostage Situation
Kidnapping
Intruder
Threats of Violence
Bomb Threat
Civil Disturbance

Site/situation	Comments
High School and Middle School buildings	Science Labs
Roadways all sites	Route 365, Route 49 and Route 69 potential transportation accidents
All School Buildings	Boiler Rooms Food Preparation (Kitchens)

RISK PROBABILITY CHECKLIST

	YES	NO	COMMENT
1. Has you region ever been short of water due to drought conditions? Natural Hazard: Drought and Extreme Heat		X	
2. Have you ever felt an earthquake tremor while in your community? Natural Hazard: Earthquake	X		
3. Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire		X	
4. Have forest fires ever occurred within 25-mile radius of your district? Natural Hazard: Forest Fire		X	
5. Do you live in a state having great or moderate risk from Landslides occurring? Natural Hazard: Landslide		X	
6. Is you district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow	X		
7. Has your community ever experienced a winter storm ? Natural Hazard: Winter Storms and Blizzards	X		
8. Are severe winter storms a frequent occurrence? Natural Hazard: Winter Storms and Blizzards.		X	
9. Is your community in an area visited by thirty or more Thunderstorms per year? Natural Hazard: Severe Thunderstorms		X	
10. Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane		X	
11. Has you state ever been crossed by the path of a Hurricane ? Natural Hazard: Hurricane		X	
12. Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods	X		
13. Have floods or flash floods ever affected your home or community? Natural Hazard: Floods and Flash Floods	X		
14. Do tornadoes present a major or moderate risk to your region? Natural Hazard: Tornado		X	
15. Do you live in a western state that has been or might be affected by ash fall from a volcanic eruption ? Natural Hazard: Volcanic Hazard		X	
16. Are there any factories, warehouses, or disposal areas near your community, which produce or use toxic chemicals or other hazardous materials ? Technological Hazard: Hazardous Materials		X	
17. Is your district within a few miles of a main highway, Waterway or railroad line? Technological Hazard: Transportation Accident	X		
18. Have major transportation accidents ever disrupted traffic Patterns in your community? Technological Hazard: Transportation Accident		X	
19. Is your district within a fifty-mile radius of a nuclear power Facility ? Technological Hazard: Radiological Incident	X		
20. Are there any radioactive waste dumpsites in your state? Technological Hazard: Radiological Incident		X	
21. Are there any man-made dams built along the river nearest your district? Technological Hazard: Dam Disaster	X		

Appendix 3:

Training, Drills, and Exercises

The District will conduct emergency response training for staff and students by reviewing procedures appropriate to hazardous situations including those that are weather-related, criminal in nature, environmental, or failure of a building system. The procedures will be explained and practiced in a variety of ways including early go-home drill; tabletop exercise; live drill; and Emergency Management Team exercise.

When appropriate, and at the discretion of the District-wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials. Drills will be evaluated by post-drill debriefing or written evaluation. Plans will be modified as a result of these evaluations. The following training, drills and/or exercises will be conducted in the 2020-2021 school year:

Date	Description of drill or exercise
Spring	"Go Home" drill - Students and Staff
As required by law	Fire & Lockdown Drills - Students and Staff
Annual	Emergency Management - including a review of SHELL
Annual	Mental Health
Annual	Dignity for All Students (DASA)
Annual	NYS Right to Know/Hazard Communication-Chemical Safety in Schools
Annual	Sexual Harassment

- I. These trainings will be provided to staff through the Vector Training site (formerly Safe Schools).
- II. The annual "Go Home" Drill will be conducted as determined by the District Superintendent in consultation with the superintendents of schools.

Appendix 4:

Description of duties, hiring and screening process, and required training of school safety personnel.

1. Civil Service exams given for security officer and security aide positions.
2. Select from successful candidates according to Civil Service rules.

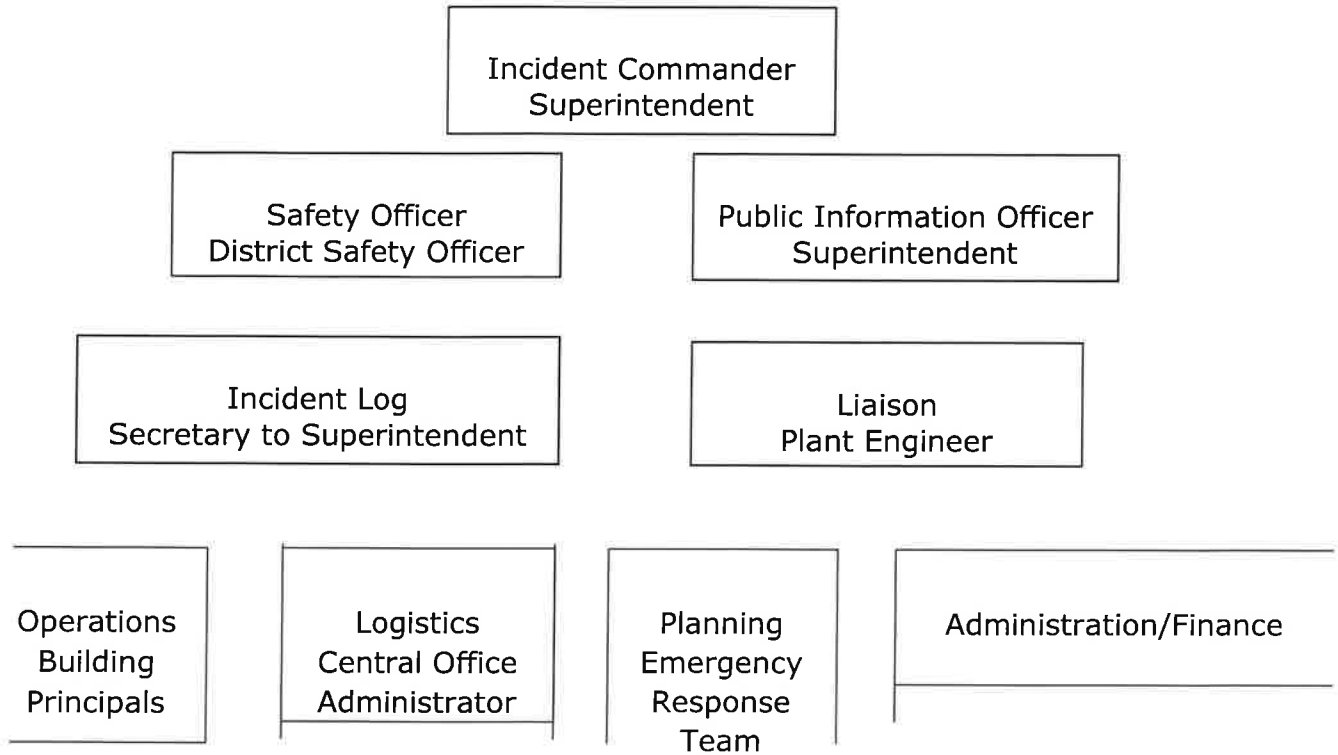
Set up interviews with Assistant Superintendent, principal, people operations.

- I. These trainings will be provided to staff through Vector Training site (formerly Safe Schools)

Emergency Management – including a review of SHELL
Dignity for All Students (DASA)
Sexual Harassment

Appendix 5

Rome City School District Incident Command



- U Incident Commander** – Responsible for the direction of the District response in a District-wide emergency (Superintendent) or the building response in a building-level emergency (Building Administrator).
- U Public Information Officer** – Complies and releases information to the news media.
- U Safety Officer** – Monitors the District response in an attempt to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.
- U Liaison** – Represents the District by working with responding agencies (law enforcement, fire EMS, utilities, etc.) and other school districts that may be involved in the incident.
- U Incident Log** – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.
- U Operations** – Responsible for directing the implementation of action plans and strategies for incident resolution.
- U Logistics** – Responsible for providing all resources (personnel, equipment, facilities, services) required for incident resolution.
- U Planning/Intelligence** – Responsible for collecting, evaluating and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.
- U Administration/Finance** – Responsible for all cost and financial matters related to the incident.

Appendix 6:

Rome City School District

Closest Response Agencies

In an emergency, dial 911. They will dispatch the appropriate response agencies. In non-emergency situations, contact the following:

Agency	Telephone Nos.	Contact Person
ALL EMERGENCIES	911	
Rome Police	911 or 315-339-7780	Chief Kevin James
New York State Police	911 or 315-366-6000	Dispatcher
Rome Fire Department	911 or 315-339-7784	Chief Thomas Iacovissi
Oneida County Sheriff	911 or 315-337-3710	Dispatcher
Ambulance – AMCARE	315-339-5600	Dispatcher
Rome Memorial Hospital	315-338-7000	
Lee Center Fire Dept.	911	
Workfit Medical	585-426-4990	Heather Hoskin
Northland Communications	315-671-6200	
National Grid (electric and gas)	800-642-4272 Power Outage 800-867-5222 Gas Emergency 800 - 892-2345	
Rome Highway Department	315-339-7778	Tom Jones (Streets and Water)
City of Rome Water & Sewer Dept.	315-339-7773 After hours: 315-339-7777	Tony Nash (Water Department)
Child Abuse and Maltreatment	800-342-3720	
Poison Control Center	800-222-1222	
Crisis Services	315-732-6228	

APPENDIX 7:

Response Protocols

The District's responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings are included in the confidential Building-level Plans. The following protocols are provided as examples:

- Identification of decision-makers
- Plans to safeguard students and staff
- Procedures to provide transportation, if necessary
- Procedures to notify parents
- Procedures to notify media
- Debriefing procedures

Responses to Acts of Violence: Implied or Direct Threats

The District has established the following strategies for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school. The Building-level Plan includes specifics to potential emergency situations that would require these responses.

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

The District will provide training to assist personnel in de-escalation techniques and/or identification of early warning signs of potentially violent behavior as part of the required staff development program.

Acts of Violence

In the event of an act of violence by students, teachers, other school personnel or visitors to the school, the District will implement the procedures outlined in the Building-level Plans. The following types of procedure(s) have been considered:

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

APPENDIX 8:

Protective Action Options

The following actions will be considered in the event of an emergency as appropriate:

School cancellation prior to opening

Early dismissal

Shelter-in-place

Hold-in-place

Evacuate

Lockout

Lockdown

School cancellation

Monitor any situation that may warrant a school cancellation

Make determination

Contact local media.

Early dismissal

Monitor situation

If conditions warrant, close school.

Contact Transportation Supervisor to arrange transportation.

Contact local media to inform parents of early dismissal.

Set up an information center so that parents may make inquiries.

Retain appropriate district personnel until all students have been returned home.

Evacuation (before, during and after school hours, including security during evacuation and evacuation routes)

Determine the level of threat.

Contact Transportation Supervisor to arrange transportation.

Clear all evacuation routes and sites prior to evacuation.

Evacuate all staff and students to pre-arranged evacuation sites.

Account for all student and staff population. Report any missing staff or students to Superintendent.

Make determination regarding early dismissal; contact local media to inform parents of early dismissal if implemented.

Ensure adult supervision or continued school supervision/security.

Set up an information center where parents may make inquiries.

Retain appropriate district personnel until all students have been returned home.

Sheltering/Lockdown (internal and external)

Determine the level of threat.

Determine location of sheltering depending on nature of incident if threat not imminent.

Initiate building lockdown procedure if threat imminent e.g. close/lock doors

Account for all students and staff. Report any missing staff or students to Superintendent.

Determine other occupants in the building.

Make appropriate arrangements for human needs.

Take appropriate safety precautions.

Establish a public information officer to provide information and current status of the situation to parents and other inquiring parties. Retain appropriate district personnel until all students have been returned home.

APPENDIX 9:

Notification and Activation (Internal and External Communications)

In the event of a violent incident, the Superintendent will contact appropriate law enforcement officials through the 911 system. A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is included in the confidential Building-level Emergency Response Plan.

The Superintendent will notify all educational agencies within the district in the event of an emergency by use of telephone, fax, email, website or other appropriate communication. See appendix 1.

In the event of a disaster or an act of violence, the BOCES District Superintendent of Schools, or their designee, will be notified as appropriate.

Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media including television channel(s) and radio station(s).

Where practicable, phone trees will be implemented using the information provided on students' emergency contact cards. In the event of certain large-scale emergencies, the NOAA weather radio emergency alert system may be used.

MEDIA INFORMATION

TV

Channel 2
Channel 3
Channel 5
Channel 9
Channel 10
Channel 11

FM Radio

WLZW Ɖ 98.7
WFRG Ɖ 104.3
WKRL Ɖ 100.0
WOUR Ɖ 96.9
WSKS Ɖ 97.9
WTKW Ɖ 99.5
WBGK Ɖ 99.7
WODZ Ɖ 96.1
WZUN Ɖ 102.1
WBUG Ɖ 101.1
WUMX Ɖ 102.5

AM Radio

WIBX Ɖ 950
WKAL 1450

ONLINE

www.Uticaod.com

APPENDIX 10:

This Appendix 10 to our Safety Plan has been developed in accordance with New York Education Law § 2801-a (2)(m) and New York Labor Law § 27-c. The Rome City School District (the "District") has prepared the instant Public Health Emergency Communicable Disease Plan (the "Plan") to guide the District employees and the community in preparation for and in response to a declared public health emergency involving a communicable disease.

This Plan will be presented to all certified representatives of the District's employees, who will be provided an opportunity to review the plan and make recommendations in accordance with the law.

This Plan has been developed with the input of:

- Superintendent
- Assistant Superintendent for Operations & Management
- Assistant Superintendent. for Educational Programs
- Madison-Oneida BOCES Safety Office
- Oneida-Herkimer-Madison BOCES Safety Office
- Director of Facilities
- Director of People Operations
- Rome Administrator's Association
- Rome Teacher's Association
- United Public Service Employees Union
- Civil Service Employee Association
- Service Employees International Union

No content of this Plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees 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.

A copy of the final version of this plan will be published in a clear and conspicuous location, in the District Safety Plan, in the employee handbook to the extent the District provides such a handbook to its employees, and in a location accessible on either the District's website or on the Internet accessible by employees.

The District publishes this Plan based on the requirements in place at the time of its publication but recognizes it must be flexible in the time of response to a communicable disease. Accordingly, the

Plan may be updated over time. The District will comply with all applicable

local, state, and federal orders, rules, laws, and regulations (collectively, the "Authority"). To the extent the Authority conflicts with any provisions of this Plan, the District will comply with the Authority.

The Superintendent is responsible for the oversight of the implementation of this Plan and may designate one (1) or more employees to assist in such oversight. The Superintendent will consult legal counsel for guidance regarding any executive orders, rules, laws or regulations, as needed.

For purposes of this Plan, the District will use the following definitions:

1. "CDC" shall refer to the Centers for Disease Control and Prevention.
2. "Communicable disease" means 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 via an animal, vector or the inanimate environment to a susceptible animal or human host.
3. "Essential" means a designation made that a public employee or contractor is required to be physically present at a worksite to perform their job.
4. "Non-essential" means a designation made that a public employee or contractor is not required to be physically present at a worksite to perform their job.
5. "OSHA" shall refer to the U.S. Department of Labor Occupational Safety and Health Administration.

Public Health Emergencies – Communicable Disease

Effective September 20, 2020, Education Law §2801-a requires school districts to develop plans in the event of certain declared public health emergencies. School districts must prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. **Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a.** The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential in the event of a state-ordered reduction of in-person workforce, with justification of such consideration for each title and position included.
- 2) A specific description of protocols the employer will follow to enable non-essential employees and contractors to telecommute including, but not limited to, facilitating or requesting the procurement, distribution, downloading and installation of any needed devices or technology, including software, data, office laptops or cell phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workplace.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce worksite and public transportation overcrowding.
- 4) A description of the protocol the employer will implement to procure the appropriate personal protective equipment (PPE) sufficient to supply essential workers and contractors, based upon the various tasks and needs of such employees and contractors, with at least two (2) pieces of each PPE device needed for each work shift for at least six (6) months. This description must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) A description of the protocol to prevent spread or contraction of such disease in the workplace in the event an employee or contractor is exposed to a known case of the communicable disease that is the subject of the public health emergency, exhibits symptoms of such disease, or tests positive for such disease. Such protocols must detail actions to be taken to immediately and thoroughly disinfect the individual's work area and common areas and shared equipment the employee or contractor may have touched. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations, including off-site visits, of essential workers and contractors for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) A protocol for how the public employer will work with their locality to identify sites for emergency housing for essential employees to further contain the spread of the disease, to the extent applicable to the needs of the workplace.

Details on this Plan are included in Appendix B (Communicable Disease - Pandemic Plan).

Appendix B - Communicable Disease - Pandemic Plan

Our District-Wide School Safety Plan (DWSSP) is based on addressing the currently accepted phases of emergency management (Prevention/Mitigation; Protection; Response; Recovery). This concept is more simplistically defined as a way of looking at a potential emergency before, during and after the event. This Pandemic Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-level Emergency Response Plans. It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. The Plan will be tested (exercised) routinely as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-level Emergency Response Team.

The Plan addresses the required components of the law in the sections as noted below:

Phase: Prevention/Mitigation

- (1) A list and description of positions and titles considered essential with justification for that determination.
- (2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute, to the extent possible.
- (3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

Phase: Protection/Preparedness

- (4) Protocols to be implemented to secure PPE sufficient to supply essential workers with two (2) pieces of each PPE device needed for each work shift for at least six (6) months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Phase: Response

- (5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
 - (6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
 - (7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.
-

PHASE: PREVENTION/MITIGATION

We will work closely with the Oneida County Department of Health ("OCDOH") to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting relevant communicable diseases, and communicating with the OCDOH:

- Report suspected and confirmed cases of communicable disease to the OCDOH and to any other entity as required by Authority.
- The OCDOH will monitor County-wide cases of communicable disease and inform school districts as to appropriate actions.
- The Superintendent will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan.
- The Assistant Superintendent for Operations & Management, Director of Facilities, Security Officer, OHM BOCES Safety Office, Madison-Oneida BOCES risk management and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the District Technology Director will also be an important Team member. The Director of People Operations, Director of Business and Finance, Director of Facilities, Food Service Director, Transportation Supervisor, Public Information Officer and Assistant Superintendent for Educational Programs will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan. The Plan has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The District/BOCES will emphasize hand-washing and cough/sneezing etiquette through educational campaigns that will include NYS DOH and CDC Materials.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

(1) Essential Positions/Titles

In the event of a government ordered shutdown, similar to our response to the Coronavirus in the spring of 2020, we are now required to consider how we would prepare for future shutdowns that may occur. As part of our planning we are now required to provide information on those positions that would be required to be on-site or in district for us to continue to function as opposed to those positions that could realistically work remotely. The following information is addressed in the table below:

1. **Title** – a list of positions/titles considered essential (could not work remotely) in the event of a state-ordered reduction of in-person workforce.
2. **Description** – brief description of job function.

3. **Justification** – brief description of critical responsibilities that could not be provided remotely.
4. **Work Shift** – brief identification of work shifts to assist in an analysis of how they could be staggered in order to reduce overcrowding at the worksite.
5. **Protocol** – how precise hours and work locations, including off-site visits, will be documented for essential employees and contractors (if utilized).

The worksheet below has been completed by the Superintendent of Schools, People Operations, Facilities Services, Business Office, Educational Programs. **Additional information can be found in Building Level Emergency Management Plans (BLERP).**

Essential Positions				
Title	Description	Justification	Work Shift	Protocol
Superintendent	District	Coordination with district staff and public	Miscellaneous hours	District spreadsheet/WINCAP
Asst. Supt. for Operations & Mgt.	Non-Instructional	Development of non-instructional delivery	Miscellaneous hours	District spreadsheet/WINCAP
Asst. Supt. for Educational Programs	Instructional	Development of instructional delivery	Miscellaneous hours	District spreadsheet/WINCAP
Director Of People Operations	Human Resources	Coordination with employees	Miscellaneous hours	District spreadsheet/WINCAP
Dir. Of Facilities	Facilities	Coordination of cleaning and maintaining buildings and systems	Miscellaneous hours	Sign-in sheets
Dir. Of Business and Finance	Business Office	Purchase of all necessary equipment and supplies	Miscellaneous hours	District spreadsheet/WINCAP
	Maintenance Staff	Facility Maintenance as needed	Miscellaneous hours	Building Maintenance
	Cleaner	Cleaning and disinfecting occupied spaces	Miscellaneous hours	Building Maintenance
	Kitchen Staff	Prepare meals for home delivery	Miscellaneous hours	
	Transportation Staff	Meal delivery as needed	Miscellaneous hours	
	Clerical/Office Staff	Provide authorized access/maintain records of occupants as needed	Miscellaneous hours	

	IT Staff	Technology Maintenance as needed	Miscellaneous hours	
	Instructional Staff	Continuity of learning as needed	Miscellaneous hours	

(2) Protocols Allowing Non-Essential Employees to Telecommute as Possible Ensure Digital Equity for Employees

- **Device and Software Assessments:**

- Educational Programs and Technology staff to determine who will need devices at home to maintain operational functions as well as instructional services.
- Evaluate the necessary software and data access for each employee
- Conduct a cost analysis of technology device, software and data access needs with Director of Business and Finance and provide such equipment as soon as practicable to enable telecommuting.
- As practicable or applicable, office phone lines will be transferred to cell phones.

- **Internet Access Assessments:**

- Technology departmental staff to determine the availability of viable existing at-home Internet service.
- Conduct a cost analysis of Internet access needs with Director of Business and Finance.

- **Providing Mobile Devices and Internet Access:**

- To the extent practicable, decide upon, develop procurement processes for, order, configure, and distribute, if and when available, appropriate mobile devices to those determined to be in need.
- To the extent practicable and technically possible, decide upon, develop procurement processes for, and when available, provide appropriate Internet bandwidth to those determined to be in need. WIFI hotspots and residential commercial Internet options will be evaluated for anticipated effectiveness in particular situations.

Technology & Connectivity for Students - Mandatory Requirements:

- To the extent possible, have knowledge of the level of access to devices and high-speed broadband all students and teachers have in their places of residence;
- To the extent practicable, address the need to provide devices and internet access to students and teachers who currently do not have sufficient access; and;
- Provide multiple ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models, especially if all students do not yet have sufficient access to devices and/or high-speed internet.

Mobile Devices Delivery:

Technology offers schools and districts increased options for continuing learning during extended closures. Technology can be leveraged in different ways to meet local needs, including but not limited to:

- Communication (e-mail, phone, online conferencing, social media)
- Teacher/student and student/student interaction (office hours, check-ins, peer collaboration)
- Instruction (video/audio recordings of instruction, instructional materials, synchronous distance learning, asynchronous online courses)
- Learning Materials and Content (digital content, online learning activities)

Additional Technology Devices Assessments:

- Identify students' technology needs to include adaptive technologies
- Use the Asset Tracking Management System procedures to check out all mobile devices

- If a shutdown happens abruptly, plan a pick-up time and location, and arrange to deliver devices to those who cannot pick them up.
- Providing Multiple Ways for Students to Learn
 - Support instructional programs as needed in preparation of non-digital, alternative ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models in circumstances in which students do not yet have sufficient access to devices and/or high-speed internet.

Procurement of Necessary Supplies:

Following assessment of necessary supplies to enable telecommuting, the District will abide by all State requirements for the procurement of any supplies or items required to facilitate telecommuting for employees and contractors.

(3) Staggering Work Shifts of Essential Employees- Reducing Overcrowding

Depending on the exact nature of the communicable disease and its impact, the District/BOCES is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

- 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.
- Stagger arrival and dismissal times.
- Alternate workdays or work weeks.
- Implement a four-day work week.
- Limit or eliminate visitors to the building.
- Stagger maintenance staff.

The District will utilize these base strategies and expand upon them as necessary in order to address any public health emergency. To the extent possible, an employee’s immediate supervisor shall identify flexibility within the employee’s hours and locations to assist in staggering work shifts and locations to reduce overcrowding on public transportation systems and at worksites. The Superintendent or their designee will adjust or modify work hours in accordance with the Taylor Law and other law and regulation.

PHASE: PROTECTION (PREPAREDNESS)

We have collaborated with our partners to assure complementary efforts. We have invited representatives from the OCDOH, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-Wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.

- The District-Wide Command Center will be at Rome City School District, 409 Bell Road, Rome, NY 13440 with the alternate at Rome Free Academy, 95 Dart Circle, Rome, NY 13441, and will be activated at the direction of the School District Incident Commander. We have established our District-Wide Incident Command Structure as follows:
 - Michael Hoose Superintendent of Schools 315-338-6521
 - Robb Mezza Asst. Supt. for Operations & Mgt. 315-338-6543
 - Asst. Supt. Educational Programs 315-338-6512
 - Alex Rodriguez Director of Facilities 315-334-7265
 - Theodore Love Director of People Operations 315-338-6531

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems. Our central administrators and school building principals have completed both the IS 100 (Introduction to Incident Command) IS 362 (Multi-Hazard Emergency Planning for Schools) and IS 700 (National Incident Management System) training courses which are available on-line through the FEMA website. We are also recommending that all District-wide School Safety Team members, administrators, principals, nurses and others take the Johns Hopkins University COVID-19 Contact Tracing Course which is offered free-of-charge at <https://www.coursera.org/learn/covid-19-contact-tracing>. Should similar programs be offered specific to a communicable disease, District administrators will consider such programs and recommend they be taken by appropriate staff, in their discretion.

- Specific to the COVID-19 pandemic, the District has designated a COVID-19 safety coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school’s reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or “new normal” levels. The coordinators shall be the main contact upon the identification of positive COVID-19 cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the COVID-19 public health emergency and plans implemented by the school. This structure will be utilized for future communicable diseases (unless deemed inappropriate at the time of the disease, or a better structure conceptualized by administration)

School/Program	COVID-19 Safety Coordinator/Administrator	Contact #
High School	Brian LeBaron	315-334-7202
Middle School	Tracy O’Rourke	315-338-5202
Elementary School		
Early Childhood Program	Molly Mytych	315-334-1250
Bellamy	Jodi Marchione	315-338-5260
Denti	Sherry Lubey	315-338-5360
Gansevoort	Jennifer Pouliot	315-334-5180
John Jay	James Daino	315-334-1260
Ridge Mills	Michael Flagg	315-334-1280
Stokes	Wendy Hutchings	315-334-1220
Administration	Michael Hoose, Interim Superintendent	315-338-6521
Administration	Robb Mezza, Asst. Supt. Of Operations & Mgt.	315-338-6543
Administration	Alex Rodriguez, Director of Facilities	315-334-7265

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include; websites; school postings; general mailings; e-mails; special presentations; phones and cell phones, texting; reverse 911 systems, and the public media. During a pandemic, the School District’s Public Information Officer(s) (PIO) will coordinate communication efforts and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with our Technology Director to assure proper function of all communication systems. This coordination will also help assure that as many redundant communication systems as possible are available including:

- Romecsd.org
 - Web-based/mobile notifications
 - Parent Square
 - SMS/email/phone notifications
 - Google – email notifications
 - Facebook/Twitter – social media notifications
 - Peachjar – email/mobile notifications
 - Singlewire – IP phone notifications.
 - During the COVID-19 pandemic, school district PIO Jill Pekarski have been designated to coordinate the above efforts and act as the central point for all communication.
- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
 - Overall Operations - we have preliminarily defined the following decision-making authority for the District: Superintendent, Assistant Superintendent for Operations & Management, Assistant Superintendent for Educational Programs, Director of Facilities and Director of Business and Finance. Recognizing the need for these essential individuals to have frequent communication, we have established as many redundant communication notification systems as possible. Our primary communication system will be through our normal phone system followed by hand-held radios, cell phones, e-mail, and District automated phone notification system.
 - The Assistant Superintendent for Operations & Management is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities.
 - We have defined the following job titles for having back-up responsibility in these areas: Director of Facilities and Director of People Operations. Recognizing the need for job cross-training, we have trained individuals with the following job titles: Assistant Superintendent for Operations & Management, Director of People Operations, People Operations staff. We have also established the ability to maintain these essential functions off-site from remote locations as follows: We have provided staff with District-issued technology to be able to work remotely from a location approved by the Superintendent of Schools.
 - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the Assistant Superintendent for Operations & Management office informed of status and of the point at which buildings can no longer be maintained. The Director of Facilities has provided building administrators with procedures for maintaining essential building functions (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). If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Teachers may be asked to assist in this effort. If necessary, we may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only. Desktops will be misted with the provided disinfectant and left to dry. At no time will products not approved by the school district be utilized.
 - People Operations/Business Office will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to District policies and procedures to reflect crisis response may become necessary and will be implemented by People Operations/Business Office. The Director of People Operations has provided cross training of staff to ensure essential functions. Assistant Superintendent for Operations & Management, Director of Business and Finance and Business Office staff and People Operations will help develop the Plan, in conjunction with all bargaining units, 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.

- Working with administration and local officials, the People Operations Department will assist the Superintendent of Schools in deciding if schools need to be closed.
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we implemented during the COVID-19 pandemic to be used in combination as necessary for the COVID-19 pandemic and future outbreaks include:
 - Publishing a copy of our Learning Plan on our website and implementing the same.
 - Students and staff utilizing the G Suite from Google, all lessons are stored in the Google classroom and Google drive. Students were issued a District Chromebook and or iPad. Students who do not have high-speed internet were offered a jet pack mobile device to access classwork.
 - There is both Synchronous and Asynchronous instruction during the school day. All students receive Synchronous Instruction. We have a Night Owl feature for families who were unable to through OHM BOCES for Math, Social Studies, and Science. Some teachers have utilized online textbooks from CK-12.
 - The communication for assignments is done through the Google classroom. All students have access to this platform. There are a few students who receive paper copies that are picked up at their school. Email is another mode of communicating with students. Teachers and Principals also make phone calls to students who may be falling behind. Remind App is also used at our elementary levels. We also utilize School Messenger for all calls to families. The website is updated on a regular basis to communicate with families.

(4) Obtaining and Storing Personal Protective Equipment (PPE)

PPE & Face Covering Availability:

- The District will heed guidance from the CDC and OSHA regarding PPE for any communicable disease covered by this Plan.
- The school district will provide employees with an acceptable face covering at no-cost to the employee and will have an adequate supply of coverings in case of replacement.
- Face coverings are meant to protect other people in case the wearer is unknowingly infected (in the case of COVID-19, many people carry COVID-19 but do not have symptoms).
- Information should be provided to staff and students on proper use, removal, washing and disposal of face coverings.
- Face coverings are most essential in times when physical distancing is difficult.
- Procurement, other than some very basic preliminary purchases will be done on a consolidated basis to ensure that the district/BOCES is getting the most for its PPE dollars.
- Teach and reinforce use of face coverings among all staff.
- We have encouraged all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N-95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Those individuals that are required to wear N-95 respirators will be fit tested and medically screened prior to use to assure they are physically able to do so. We will work in partnership with community partners to provide this capability.
- Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

PPE Supply Management

- The Assistant Superintendent for Operations & Management/Facilities Department will work with programs to determine the overall PPE needs of the District/BOCES for any communicable disease covered by this Plan. Centralized purchasing will be used when possible. The District will abide by all

applicable State requirements for competitive bidding for the procurement of any PPE supplies. In addition, the District will balance the need to obtain PPE in a timely fashion with responsible financial action. The District may consult its BOCES for assistance with procurement. After determining the overall PPE needs, the Assistant Superintendent for Operations & Management and Facilities Department will procure PPE, based upon tasks and needs, in a quantity sufficient to provide at least two (2) pieces of each type of PPE to each essential employee and contractor during any given work shift over at least six (6) months.

- Estimates for PPE requirements during the COVID-19 pandemic follow, based on enrollment and employment numbers as of the 2020-2021 academic year.

Disposable Face Covering Supplies					
Group	Quantity per 100 per group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions
Student	100 Masks per Week	1200	600	300	1 Disposable Mask per Week per Student
					(Supplements parent provided)
Teachers/Staff	500	6000	3000	1500	5 Disposable Masks per Week per Teacher

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Staff	12 Week Supply	Assumptions
Disposable Nitrile Gloves	10	120	10 per Week per Staff
Disposable Gowns	10	120	10 per Week per Staff
Eye Protection	2	n/a	2 Re-usable per Staff
Face Shields	2	n/a	2 Re-usable per Staff
Waste Disposal Medium	1	n/a	1 Unit per Staff Total
N-95 Respirators*	10	120	10 per Week per Staff

***Note:** N-95 respirators are recommended only if staff will be in contact with a suspected COVID-19 positive case and/or aerosol-generating procedure. Those employees required to wear N-95 respirators will need to be fit tested and medically evaluated in order to determine if the employees are capable of wearing an N-95 respirator without impacting health.

PPE will be stored at multiple district locations, in a manner to prevent degradation and permit immediate access in the event of an emergency declaration. Director of Facilities will monitor the PPE supply and log their check of the supply on a monthly basis. The Director of Facilities will store the log in the District Office and forward a copy of the completed log to the Superintendent of Schools upon each check.

In the event the Superintendent of Schools or Board of Education deems it necessary to permit immediate access to the PPE supply, they will direct Assistant Superintendent for Operations & Management to permit such access. Director of Facilities will keep a record of the distribution of PPE materials.

PHASE: RESPONSE

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the OCDOH and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.

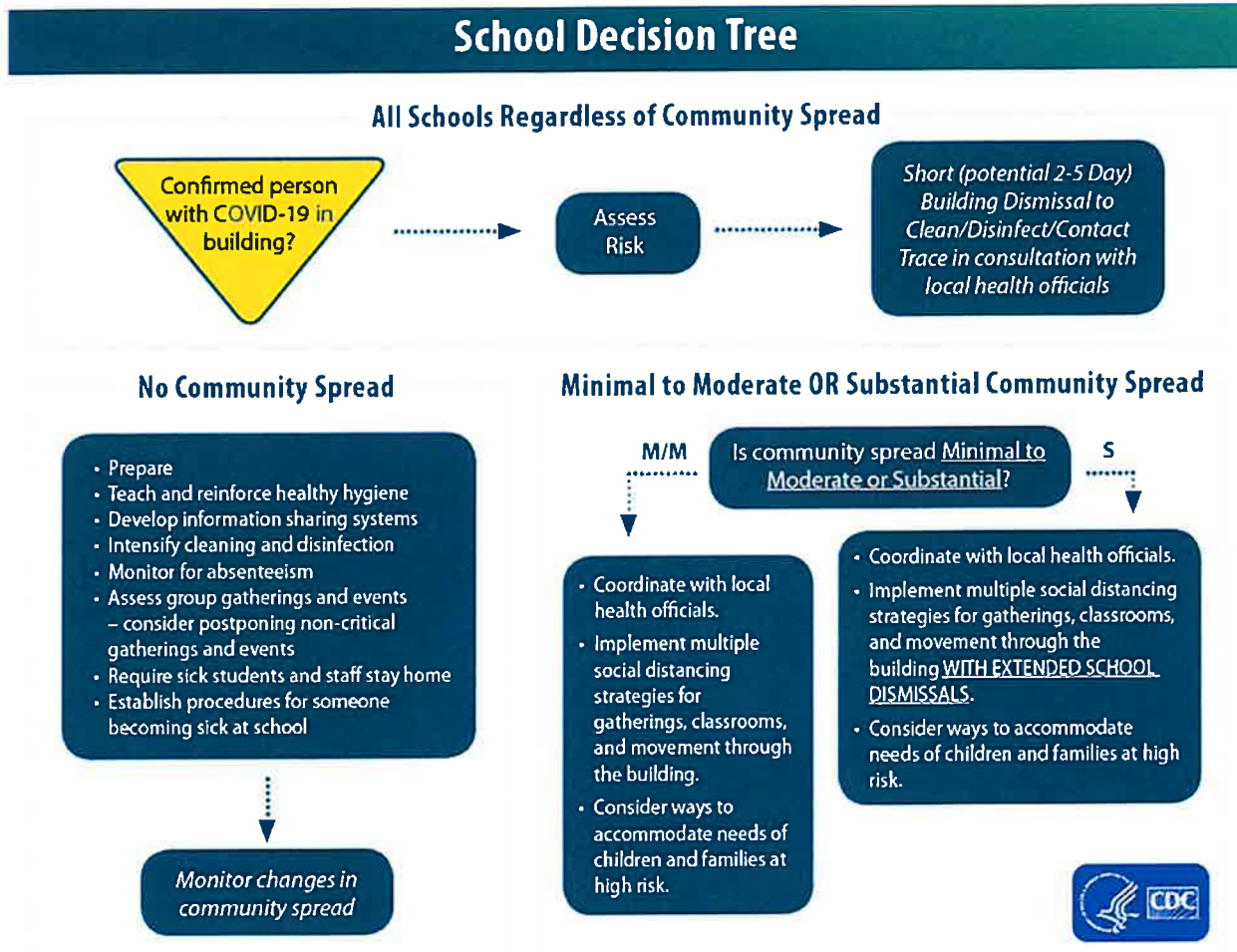
- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with the Technology Director to re-test all communication systems to assure proper function. The District-Wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.
- The Assistant Superintendent for Operations & Management or Director of People Operations will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The Director of Business and Finance and Director of Facilities will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Director of Facilities will meet with staff and monitor ability to maintain essential function. The Director of Facilities will review essential building function procedures with the Principal and command chain. Sanitizing procedures will be reviewed with teachers. The Director of Facilities will work closely with the Assistant Superintendent for Operations & Management and or designee to implement different phases of the Plan as necessary.
- The People Operations Director will meet with staff to review essential functions and responsibilities of back-up personnel. The People Operations Director will monitor absenteeism to assure maintenance of the Command Structure and possible need to amend existing procedures.
- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.
- **If the decision is made to close a school building the District will notify the NYS Education Department and District Superintendent at Madison-Oneida BOCES.**

(5) Preventing Spread, Contact Tracing and Disinfection Confirmed Communicable Disease Case Requirements & Protocols

Instructional programs 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.

If an employee or contractor exhibits symptoms of the Disease, they shall not be present at the worksite. If the onset of symptoms occurs while the employee or contractor is at the worksite, they must disclose they are experiencing one (1) or more symptoms immediately to their supervisor, remove themselves (or be removed with assistance from medical personnel, if necessary) from any area in which they may encounter another individual, and return to their home or to the office of a medical provider.

During the COVID-19 pandemic, the CDC provided the following decision tree to help schools determine which set of mitigation strategies may be most appropriate for their current situation. In addition to assisting with decision-making during the COVID-19 pandemic, an adapted form of the below decision tree may be a starting point for the District for future communicable diseases.



CDC and NYSDOH Recommendations for Cleaning and Disinfection Related to Sick Individuals:

During the COVID-19 pandemic, the CDC and New York State Department of Health recommended the following, which the District incorporates into this Plan for future communicable diseases, unless updated by later guidance for that specific disease.

- Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Opening outside doors and windows to increase air circulation in the area.
- Waiting 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 the 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 the 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 the communicable disease visited or used the facility, additional cleaning or disinfection is not necessary, but routine cleaning and disinfection should continue.

Staff Absenteeism

- All District/BOCES staff will contact their supervisor when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- In addition to the other protocols delineated in this Plan or otherwise provided to employees based on the nature of the communicable disease, an employee will be required to inform their immediate supervisor of any personal exposure to a confirmed case of the communicable disease, or to their own confirmed case. The supervisor will, in turn, coordinate with the District's Maintenance Staff to immediately and thoroughly disinfect the work area of any employee known or suspected to be infected with the communicable disease, as well as any common area surface and shared equipment such employee or contractor may have touched.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- The non-instructional departments will monitor absenteeism of students and staff, cross train staff, and create a roster of trained back-up staff.

Leave

With respect to leave from District employment for an employee to receive testing, treatment, isolation, or be in quarantine, the District will comply with federal, State, and local statutes, regulations, executive orders, and rules, along with the District's applicable collective bargaining agreements. The District's protocols will not violate any existing federal, state, or local law, including those regarding sick leave or health information privacy.

Because contractors are not employees of the District, they are not entitled to any paid leave time funded by the District.

Return to School After Illness:

Schools must follow local DOH guidance for allowing a student or staff member to return to school after exhibiting symptoms of the communicable disease. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) with the communicable disease they can return to school in accordance with guidelines from the local DOH and the CDC.

COVID-19

With respect to the COVID-19 pandemic, an employee may return to the District after illness—so long as they have not been diagnosed with COVID-19—as follows:

- Once there is no fever, without the use of fever reducing medicines, and they have felt well for 24 hours;
- If they have been diagnosed with another condition and have a healthcare provider written note stating that they are clear to return to school.

If a person is diagnosed with COVID-19 by a healthcare provider based on a test or their symptoms or does not get a COVID-19 test but has had symptoms, they should not be at school and should stay at home until:

- It has been at least ten (10) days since the individual first had symptoms;
- It has been at least three (3) days since the individual has had a fever (without using fever reducing medicine); and
- It has been at least three (3) days since the individual's symptoms improved, including cough and shortness of breath.

The CDC provides specific guidance for individuals who are on home isolation regarding when the isolation may end. CDC recommendations for discontinuing isolation in persons known to be infected with COVID-19 could, in some circumstances, appear to conflict with recommendations on when to discontinue quarantine for persons known to have been exposed to COVID-19. CDC recommends 14 days of quarantine after exposure based on the time it

may take to develop illness if infected. Thus, it is possible that a person known to be infected could leave isolation earlier than a person who is quarantined because of the possibility they are infected.

Employee Assistance Program (EAP)

- The People Operations Department will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

Medical Accommodations

The People Operations Department will continue to handle medical and communicable disease-related accommodations. With respect to the COVID-19 pandemic, requests for COVID-19 accommodations should be sent to Geoff Morton, gmorton@romecsd.org.

New York State Contact Tracing Program

The District will assist with reasonable contact tracing programs in place at the time of a communicable disease outbreak.

COVID-19 Contact Tracing

If a student or staff member tests positive for Coronavirus, the New York State Contact Tracing Program will be implemented. As such, it is important for everyone to understand how contact tracing works. The information below is provided by the New York State Contact Tracing Program: New York State has partnered with Bloomberg Philanthropies, Johns Hopkins Bloomberg School of Public Health and Vital Strategies to create the NYS Contact Tracing Program, a nation-leading initiative to help slow the spread of COVID-19 and make it safer to begin to return to normal again. Contact Tracers work with people who have tested positive for COVID-19 to identify people they have had contact with and let them know they may have been exposed to the disease.

If you get a call from “NYS Contact Tracing” (518-387-993), PLEASE answer the phone. Answering the phone will keep your loved ones and community safe.

A contact tracer will:

- NEVER ask for your Social Security number
- NEVER ask for any private financial information
- NEVER ask for credit card information
- NEVER send you a link without proper authentication procedures

If you test positive, a COVID Contact Tracer will connect you with the support and resources you may need through quarantine, such as help getting groceries or household supplies, child-care, medical care or supplies. The Tracer will work with you to identify and reach out via phone and text to anyone you've been in contact with while you were infectious to trace and contain the spread of the virus. People who have come in close contact with someone who is positive are asked to stay home and limit their contact with others. By staying home during this time, IF you become sick yourself, you have not infected many others along the way. This is how we stop the spread!

Testing, medical and quarantine support for yourself and your loved ones will be arranged. We will not release your name to anyone. Your information is strictly confidential and will be treated as a private medical record. This nation-leading program will place emphasis on areas with the highest rates of infection and on regions ready to open. The program will operate through the next flu season. It will be implemented in coordination with New Jersey and Connecticut.

Your caller ID will say "NYS Contact Tracing" (518-387-9993).

Please answer the phone so we can keep NY moving forward and stop the spread of COVID-19.

Facilities: Cleaning and Sanitizing

Cleaning removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Visibly soiled surfaces and objects must be cleaned first. If surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface.

Sanitizing lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.

Routine cleaning of school settings includes:

- Cleaning high contact surfaces that are touched by many different people, such as light switches, handrails and doorknobs/handles
- Dust-mopping, wet-mopping and/or auto-scrubbing floors
- Vacuuming of entryways and high traffic areas
- Removing trash
- Cleaning restrooms
- Wiping heat and air conditioner vents
- Spot cleaning walls
- Spot cleaning carpets
- Dusting horizontal surfaces and light fixtures
- Cleaning spills

Classroom/Therapy Rooms:

The district/BOCES will provide related service providers with additional cleaning supplies to ensure continuous disinfecting of classrooms and therapy rooms that service students with complex disabilities where multiple tools are used for communication, mobility, and instruction.

Common Areas:

Smaller common areas, like kitchenettes and copy room areas, should have staggered use. If users cannot maintain six feet of distance, they shall wear a face covering. Signage has been posted in common areas to remind staff of health and safety etiquette.

Disinfecting:

Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

- Cleaning and disinfection requirements from the CDC and the Department of Health will be adhered to.
- Custodial logs will be maintained that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.
- Hand hygiene stations will be provided and maintained, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.

- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have a communicable disease, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, appropriate cleaning and disinfection supplies will be provided to faculty and staff that is approved by the district/BOCES for use.
- Additional paper towel dispensers may be installed in other designated spaces.
- Members of the custodial staff shall wear PPE to protect themselves during disinfection, as determined by the Director of Facilities.

Upon request, Facilities Services will provide approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between uses as much as possible. Examples of high touch areas in schools may include, but are not limited to:

- Bus seats and handrails.
- Buttons on vending machines and elevators.
- Changing tables.
- Classroom desks and chairs.
- Door handles and push plates.
- Handles on equipment (e.g., athletic equipment).
- Handrails, ballet Barres.
- Dance studio floors.
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Shared computers, keyboards and mice.
- Shared telephones.

Hand Sanitizing:

- Hand sanitizer dispensers will be located and installed in approved locations.
- Hand sanitizer bottles will be distributed to staff as approved for use from the district/BOCES.
- The district/BOCES ensures that all existing and new alcohol-based hand-rub dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS) 2020 Section 5705.5.

Trash removal:

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.
- No-touch trash receptacles will be utilized, where possible.

(6) Documenting Precise Hours/Work Locations of Essential Workers

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis. **Tracking of these identified individuals will be located in the BLERP.**

(7) Emergency Housing for Essential Employees

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees. However, we have canvassed local hotels/motels so we may be prepared for an unanticipated need and should be able to access the following if necessary:

1. Hampton Inn and Suites New Hartford/Utica (315-793-1600 & 315-733-1200)
2. Holiday Inn Express & Suites Utica (315-724-2726)
3. Fairfield Inn & Suites Utica (315-798-9600)
4. TownePlace Suites by Marriott New Hartford (315-732-2500)
5. Wingate by Wyndham Rome (315-334-4244)

During the COVID-19 pandemic, some Oneida County School Districts have also established school building shelter sites across the County in cooperation with the Red Cross which may be utilized in the event of any emergency situation. If deemed necessary, school districts will work closely with the Red Cross to determine housing options.

PHASE: RECOVERY

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will 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 debrief and determine lessons learned. Information from the Superintendent, Assistant Superintendent for Operations & Management, PIO, Business Office, People Operations, Facility Director, and other key team members will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.
- Curriculum activities that may address the crisis will be developed and implemented.

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this "**Agreement**") is made as of July 1, 2023 by and between the **City of Rome, New York, Police Department**, whose principal address is 301 North James Street Rome, New York 13440 (hereafter referred to as the "**City**"); and **Rome City School District**, whose principal address is 409 Bell Road, Rome, New York 13440 (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, by prior agreement between the School District and the City dated April 2, 2020 (the "**Prior Agreement**"), the City of Rome Police Department contracted to provide trained officers to serve as School Resource Officers ("**SROs**") for the School District through the 2022-23 school year; and

WHEREAS, the School District and City have determined that it is in their mutual best interest to enter into an agreement to extend the School Resource Officer agreement for a new term to commence July 1, 2023 and expire June 30, 2026 on the terms set forth herein;

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

1. **General Terms and Conditions.**

- a. The City and School District enter into this Agreement effective July 1, 2023 for the purpose of placing three (3) City Law Enforcement Officers on site at School District events to serve as SRO(s). The City will assign the SROs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- 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 SROs shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2. **Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with three (3) full-time SROs 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 applicable number of SROs on site at the designated School District buildings from 7:00 a.m. to 3:00 p.m. each day that school is in session during the school year. The City agrees to provide a total of two (2) marked police vehicles for use for SROs assigned to the School District. The police vehicle will be parked in the main school parking lot or any other agreed upon location on the school premises.

3. **Term.** The term of this Agreement shall commence on July 1, 2023, and expire on June 30, 2026.

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 a total annual amount of \$231,000 for SRO services provided during the 2023-2024 school year, a total annual amount of \$239,000 for SRO services provided during the 2024-2025 school year, and a total annual amount of \$247,000 for SRO services provided during the 2025-2026 school year, in the following six (6) installments:

1. January 1, 2024 - \$115,500
2. June 1, 2024 - \$115,500
3. January 1, 2025 - \$119,500
4. June 1, 2025 - \$119,500
5. January 1, 2026 - \$123,500
6. June 1, 2026 - \$123,500

Payments shall be made within thirty (30) days following School District's receipt of an invoice from the City.

c. **Event Compensation.**

i. **SRO(s):** Where the School District desires to engage the services of an SRO beyond the daily schedule of 7:00 a.m. to 3:00 p.m., the City agrees to pay the SRO's overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City. As of the date this Agreement is executed, the City's collective bargaining agreement requires that once the SRO "has left the premises and is called back for work after

completing his or her regular tour of duty shall receive a minimum of four (4) hours pay at the rate of one and one half (1 1/2) his or her regular hourly rate. An employee who works beyond the four (4) hour minimum, shall be compensated to the nearest one half (1/2) hour over and above this minimum of four (4) hours, at time and one half."

ii. **Non-SRO Police Officers:** If the School District desires to engage the services of additional police officers at School District events, it shall make a written request and shall be advised in writing which specific officers are available and the officer's rate of pay per hour. The City agrees to pay the police officer's overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

d. **Reimbursement for Training.** The City shall notify the School District of juvenile specific training that SRO's, and substitute Officers must attend to provide SRO services. The School District shall review the request to attend the juvenile training and notify the City if it will reimburse the City, upon receipt of invoices, for completion of SRO and juvenile specific training courses by SROs assigned to the School District. The School District shall not reimburse for courses not approved in advance in writing.

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

a. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied;

b. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO 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, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.

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.

e. Access to other general office equipment such as fax machines, copy machines, etc.

- f. The School District acknowledges that 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 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. Such trainings should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students.
- ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The 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.
- iv. Ensure that the SRO(s) spends at least seventy-five percent (75%) of on-duty in or around the site to which s/he is assigned.

b. **Duties of SRO.** The City shall also provide the School District with an officer capable of providing the following SRO services:

- i. Report directly to the City Police Chief or his/her designee.
- ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
- iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
- 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.

- 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 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 periodically.
- 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 status.
- 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 DWIs, weapons, sale 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 police officer(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. Police service at these events shall be performed at an additional cost to the School District. Staffing for each event is assigned at the direction of the City Captain of Patrol. The City will continually assess the best methods for supplying security at School District events in a cost effective, but safe, manner. Police officers shall be assigned to School District events based upon: (1) experience with the student population and (2) utilization of a call rotation policy.
- d. **All Duties.** SROs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO 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. The SRO shall not detain or question students about their immigration status

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 of Rome 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 SROs.** 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. The SRO(s) shall meet the following qualifications:
- a. Be a full time, certified law enforcement officer by the State of New York with at least two years of 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 the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself 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 shall not have, or hold itself 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. 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 Rome 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. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall make reasonable efforts to assign a replacement SRO and shall notify the Superintendent of the specific replacement SRO by 9:00 a.m. on the day in question, or that an officer will not be provided. The parties will gather data this year and discuss this provision next year at time of renewal.
- b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of a 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 the 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 the SRO, or in case of long- term absences by the 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. Information Sharing.

- a. **By the School District.** The School District will share relevant information about school safety issues with the SRO(s) including, but not limited to:
 - i. Copies of School District and building safety/crisis plans;
 - ii. Codes of Conduct;
 - iii. Disciplinary policies including suspension/expulsion procedures;
 - iv. Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; and

- v. Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.
 - b. **By the SRO(s).** The SRO(s) will share relevant information about school safety issues with the School District including, but not limited to:
 - i. The SRO(s)' monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);
 - ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, c.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
 - iii. Any information pertinent to school safety and/or safety of individuals on school property; and
 - iv. Any training or educational opportunities for SROs or School District representatives relative to school safety.
12. **Confidentiality.** The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement.
13. **Indemnification.**
- a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its officers, employees or agents, the School District shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.
 - b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SRO(s), or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole

expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

14. **Insurance.** The City maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$4,000,000.00 in excess of underlying General Liability and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The City shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

15. **Search and Seizure Procedures.**

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

16. **Records Retention.** The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

17. **Education Law Section 2-d Compliance:**

- A. **Protection of Confidential Data.** City shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:
 - (a) City will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
 - (b) City will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
 - (c) City will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.

- (d) City will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (c) City will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) City will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) City will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) City will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) In the event City engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the City shall apply to the subcontractor.

B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, City shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. City shall follow the following process:

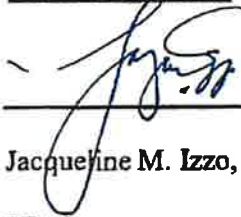
- (a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the City's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The City shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (c) Where a breach or unauthorized release of Confidential Data is attributed to City, and/or a subcontractor or affiliate of City, City shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) City shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (c) City further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.
- C. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
- Addendum A: Parents' Bill of Rights for Data Privacy and Security
 - Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
 - Addendum C: City's Data Security and Privacy Plan
18. **Binding Effect**. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
19. **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.
20. **Termination**. This Agreement may be terminated upon sixty (60) days' written notice to the other party at said party's designated address. The parties further agree that this Agreement expires June 30, 2026 without notice, unless otherwise extended. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.
21. **Governing Law**. The Agreement shall be construed and interpreted in accordance with the laws of New York State.

22. **Assignment.** This Agreement may not be assigned by either party.
23. **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.
24. **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.
25. **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.

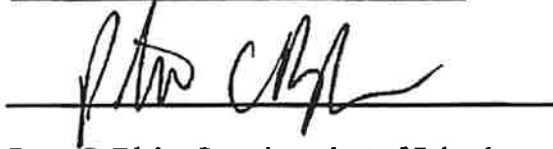
CITY OF ROME



Jacqueline M. Izzo, Mayor

SEAL

ROME CITY SCHOOL DISTRICT



Peter C. Blake, Superintendent of Schools

SEAL

APPROVED APR 28 2023 

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by City of Rome (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Rome City School District (the “School District”) commencing on the first day of the School District’s 2023-2024 school year and expiring on June 30, 2026 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [not applicable – no data will be retained] format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored at school district facilities. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

CITY'S DATA SECURITY AND PRIVACY PLAN

SCHOOL SECURITY OFFICER AGREEMENT

This School Security Officer Agreement (this "Agreement") is made as of December 1, 2022 by and between the City of Rome, New York, Police Department, whose principal address is 301 North James Street Rome, New York 13440 (hereafter referred to as the "City"); and Rome City School District, whose principal address is 409 Bell Road, Rome, New York 13440 (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 1 19-n(a); and

WHEREAS, by prior agreement between the School District and the City dated April 2, 2020 (the "Prior Agreement"), the City of Rome Police Department contracted to provide School Security Officers ("SSOs") for the School District through the 2022-23 school year; and

WHEREAS, the School District desires to engage the service of up to twelve (12) officers on a rotational basis to serve in seven (7) SSO positions for the purpose of providing uniformed Law Enforcement presence in the designated schools as a deterrent to criminal behavior on the school campus and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the City is desirous to provide personnel to the School District to be utilized SSOs as otherwise provided herein; and

WHEREAS, the School District and City have determined that it is in their mutual best interests to terminate the Prior Agreement effective November 30, 2022, and enter into an agreement to extend the School Security Officer agreement for a new term to commence December 1, 2022 and expire June 30, 2026 on the terms set forth herein;

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 placing City Law Enforcement Officers on site at the School District to serve as SSOs. The City will assign the SSOs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- 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 SSOs shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
2. Purpose. The School District hereby agrees to secure the services of the City, and the City agrees to provide the service of up to twelve (12) officers on a rotational basis to serve in seven (7) SSO positions 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 seven (7) SSOs on site at the elementary school buildings from 8:30 a.m. to 3:30 p.m. each day that school is in session during the school year. The City agrees to provide a total of seven (7) police vehicles marked "School Security Officer" for use for SSOs assigned to the School District's elementary school buildings. The police vehicles will be parked in the main school parking lot or any other agreed upon location on the school premises.

3. Term. The term of this Agreement shall commence retroactively to December 1, 2022, and expire on June 30, 2026.
4. Payment.
 - a. SSO Compensation. The City agrees to provide and to pay the SSOs' 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 a total of \$230 dollars per day for each SSO assigned to and providing services to the School District each day, for a maximum of \$1,610 per day for seven (7) SSOs assigned to and providing services to the School District for the full seven (7) hour shift. The School District shall be liable only for actual hours worked by SSOs. Payments shall be made within thirty (30) days following School District's receipt of an invoice from the City.
 - c. Event Compensation. Where the School District desires to engage the City for school security services for events outside the SSO's working hours, the City shall provide an active police officer(s) for such event(s) at a minimum of four (4) hours per event, in accordance with overtime wages per the applicable salary schedules and employment practices of the City. As of the date this Agreement is executed, the City's collective bargaining agreement requires that once the SSO "has left the premises and is called back for work after completing his or her regular tour of duty shall receive a minimum of four (4) hours pay at the rate of one and one half (1 1/2) his or her regular hourly rate. An employee who works beyond the four (4) hour minimum, shall be compensated to the nearest one half (1/2) hour over and above this minimum of four (4) hours, at time and one half." The School District shall not be obligated to pay any other costs, expenses or

employment benefits related to such police officer(s). The City shall bill the School District for services rendered under this paragraph at the end of each month. The School District shall pay such invoices within thirty (30) days of receipt

- d. Reimbursement for Training. The City shall notify the School District of juvenile specific training that SSO's, and substitute Officers must attend to provide SSO services. The School District shall review the request to attend the juvenile training and notify the City if it will reimburse the City, upon receipt of invoices, for completion of SSO and juvenile specific training courses by SSOs assigned to the School District. The School District shall not reimburse for courses not approved in advance in writing.

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

- a. Confirm that the SSO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied;
- b. Train staff annually regarding appropriate role of SSO in schools, and appropriate conditions under which SSO 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, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.
- d. [Intentionally Omitted]
- e. Access to other general office equipment such as fax machines, copy machines, etc.
- f. The School District acknowledges that SSO(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 SSO 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. Such trainings should encourage the SSO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development

and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students. The City shall provide the School District confirmation that the SSOs have received all training required under the terms of this Agreement by promptly submitting a certificate evidencing the training requirement has been satisfied

- ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The 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 SSO Program with the least possible disruption to the educational process.
 - iv. Ensure that the SSO(s) spends at least seventy-five percent (75%) of on duty in or around the site to which s/he is assigned.
- b. Duties of SSO. The City shall also provide the School District with officers capable of providing the following SSO services:
- i. Report directly to the City Police Chief or his/her designee.
 - ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
 - iii. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, may investigate crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.
 - iv. Report all violations of law, school rules, regulations or policies to school administration.
 - v. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
 - vi. Act as liaison with police and other emergency personnel.
 - viii. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.
 - ix. 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.

- x. Become familiar with all hidden recesses in the building and check them periodically.
 - xi. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
 - xii. Question any individual not having appropriate identification to ascertain his/her status.
 - xiii. Develop or expand crime prevention efforts for students.
- c. Event Duties. Upon request of the School District, the City will provide police officer(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. Police service at these events shall be performed at an additional cost to the School District. Staffing for each event is assigned at the direction of the City Captain of Patrol. The City will continually assess the best methods for supplying security at School District events in a cost effective, but safe, manner. Police officers shall be assigned to School District events based upon: (1) experience with the student population and (2) utilization of a call rotation policy. For purposes of this Agreement, services of the SSO shall not be available for events

if services are currently being administered by another officer(s) pursuant to any other agreement entered into by the parties.

- d. All Duties. SSOs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SSO 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. The SSO shall not detain or question students about their immigration status

7. SSO Program Objectives. The objectives of the SSO 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. Facilitate crime prevention, Law Enforcement, and security consultation; and

8. Qualifications of SSOs. All individuals performing SSO 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. The SSO(s) shall meet the following qualifications:
- a. Be a full time, certified law enforcement officer by the State of New York with at least two years of law enforcement experience, or a retired law enforcement officer previously certified by the State of New York with at least ten years of 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. Fingerprinting and Criminal Clearance. The City agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The City shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.
10. Independent Contractor. The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SSO under this Agreement shall be performed in such capacity. The SSO shall not hold himself 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 SSO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SSO's acts or omissions. As the SSO'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. 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 SSO assigned to the School District is under the direct supervision of the command officers of the Rome City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SSO, 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.

11. Absences and Replacements.

- a. Absences. In the event an assigned SSO is to be absent from work, the SSO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools, or his/her designee in the event the Superintendent of Schools is unavailable, that the SSO will be absent and shall make reasonable efforts to assign a replacement SSO and shall notify the Superintendent, or his/her designee in the event the Superintendent is unavailable, of the specific replacement SSO by 9:00 a.m. on the day in question, or that an officer will not be provided. The parties will gather data this year and discuss this provision next year at time of renewal.
- b. Replacements and Removals. In the event that the Superintendent of Schools and/or the City determine that the work of a SSO 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 SSO's assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SSO 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 the SSO'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 the SSO, or in case of long- term absences by the SSO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SSO 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 Security Officer.

12. Information Sharing.

- a. By the School District. The School District will share relevant information about school safety issues with the SSO(s) including, but not limited to:
 - i. Copies of School District and building safety/crisis plans;
 - ii. Codes of Conduct;

- iii. Disciplinary policies including suspension/expulsion procedures;
 - iv. Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; and
 - v. Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.
- b. By the City. The City will share relevant information about school safety issues with the School District including, but not limited to:
- i. The monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);
 - ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
 - iii. Any information pertinent to school safety and/or safety of individuals on school property; and
 - iv. Any training or educational opportunities for SSOs or School District representatives relative to school safety.

13. Confidentiality. The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement.

14. Indemnification.

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

negligent acts or omissions hereunder by the City, the SSO(s), or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

15. Insurance. The City maintains Excess General Liability and Automobile Liability Insurance with Argonaut Insurance Company, at a limit of \$3,000,000.00 in excess of underlying General Liability and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The City shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

16. Search and Seizure Procedures.

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

17. Education Law Section 2-d Compliance:

A. Protection of Confidential Data. City shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- (a) City will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (b) City will comply with the School District Data Security and Privacy Policy, Education Law 2-d, and 8 NYCRR S 121.
- (c) City will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
- (d) City will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) City will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.

- (f) City will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) City will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) City will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) In the event City engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the City shall apply to the subcontractor.

B Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, City shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. City shall follow the following process:

- (a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the City's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The City shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (c) Where a breach or unauthorized release of Confidential Data is attributed to City, and/or a subcontractor or affiliate of City, City shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) City shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.
 - 11. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 111. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

VI. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) City further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

c. 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights — Supplemental Information Addendum
- Addendum C: City's Data Security and Privacy Plan

18. Records Retention. Each party shall retain its records related to the subject matter of this Agreement for such period as is required by the LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>) or other applicable laws.

19. Binding Effect. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.

20. 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.

21. Termination. This Agreement may be terminated upon sixty (60) days' written notice to the other party at said party's designated address. The parties further agree that this Agreement expires on June 30, 2026 without notice, unless otherwise extended. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.

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

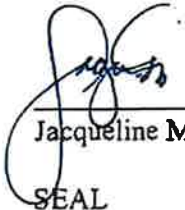
23. Assignment. This Agreement may not be assigned by either party.

24. 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.
25. 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.
26. 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 ROME

ROME CITY SCHOOL DISTRICT



Jacqueline M. Izzo, Mayor
SEAL



Peter C. Blake, Superintendent of Schools
SEAL

APPROVED APR 28 2023 

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act Education Law 52-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights), The Parent's Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law 53012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA) Education Law 52-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by City of Rome (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the Rome City School District (the "School District") commencing on the first day of the School District's 2023-2024 school year and expiring on June 30, 2026 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"), Education Law p-d, 8 NYCRR Part 121).

3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [not applicable — no data will be retained] format and/or destroyed by the Contractor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored at school district facilities. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

CITY'S DATA SECURITY AND PRIVACY PLAN