

NEW HARTFORD CENTRAL SCHOOL DISTRICT-WIDE SCHOOL SAFETY PLAN

INTRODUCTION

School districts are *required* to develop a District-Wide School Safety Plan (DWSSP) to address emergencies and violent incidents. These plans are meant to be implemented quickly and effectively. The DWSSP aims to: prevent or minimize the impact of serious violent incidents and emergencies and facilitate coordination between the district and local/county resources during such events, and serve as a framework for the more detailed Building-Level Emergency Response Plan (BLERP) that is required at each individual school building.

School districts face a wide range of potential threats, including acts of violence, natural disasters, and technological disasters. New York State's Safe Schools Against Violence in Education (SAVE) law mandates comprehensive planning to address these threats. This includes planning for:

- **Risk reduction/prevention:** Strategies aimed at reducing the likelihood of violent incidents and emergencies.
- **Response:** Clearly defined actions to be taken during various emergency situations.
- **Recovery:** Procedures for supporting students, staff, and the community in the aftermath of an incident.

School districts/BOCES are expected to regularly review and update their DWSSPs to ensure they remain relevant, effective, and in compliance with ever changing state regulations.

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DISTRICT-WIDE SCHOOL SAFETY TEAM

Purpose:

The New Hartford Central School District-Wide School Safety Plan was developed in accordance with Commissioner's Regulation 155.17. The District Superintendent, acting under the direction of the School District/BOCES Board of Education, appointed a District-Wide School Safety Team to create and maintain this plan.

Identification of the District-Wide School Safety Team:

The New Hartford Central School District-Wide Safety Team includes representatives from various stakeholder groups, as required. These groups include (but are not limited to):

- School board
- Teacher organizations
- Transportation personnel (including bus drivers and monitors)
- Administrator organizations
- School safety personnel
- Parent organizations
- Law enforcement
- Student (at the discretion of the Board of Education and may not be provided any confidential plan information)
- Other school personnel, as needed

The District-Wide School Safety Team was approved by the Board on August 19, 2025	
Member Name	Title
Joseph D'Apice	Superintendent/Chief Emergency Officer
Joseph Barretta	Assistant Superintendent for Business Affairs
Christy Colangelo	BOCES Safety Services
All Building Principals	Administrators
Patty Ward	Transportation Supervisor
Marc Elefante	Director of Facilities II
Ann Marie Brelinsky, Andrew Allen	School Safety Personnel
John Gillette	MIS Director
Heather Thomas, Cheryl Martin, Katie Cooke, Tom Krol	Building Teacher Representatives
Jeff Davis, Dawn Butler, Ian Clark, Bill Blunt	NHEU Representatives

Ed Schmidt, Cale Tallman, Wayne Manderson	Parent Representatives
Linda Lark	Board of Education Member
TBD	Student (at discretion of the Board)

IDENTIFICATION OF THE CHIEF EMERGENCY OFFICER (CEO)

The Chief Emergency Officer (CEO) related to school safety and emergency preparedness duties include, but are not limited to:

1. **Communication Coordination:** The CEO coordinates communication between school staff, law enforcement, and other first responders during emergencies.
2. **District-Wide School Safety Plan Leadership:** The CEO leads the District-Wide School Safety Team in:
 - o Completing and updating the District-Wide School Safety Plan annually by **September 1st**.
 - o Coordinating the District-Wide School Safety Plan and Building-Level Emergency Response Plan(s) for each school building.
 - o Ensures that all staff members understand the District-Wide School Safety Plan.
3. **Building-Level Plan Oversight:** The CEO ensures that each school building completes and annually updates its Building-Level Emergency Response Plan.
4. **Security Technology:** The CEO assists in selecting security-related technology and developing procedures for its use.
5. **Safety Training Coordination:** The CEO coordinates appropriate safety, security, and emergency training for all district and school staff, including the mandatory annual training on emergency response procedures by **September 15th**.
6. **Drill Coordination:** The CEO ensures that required evacuation and lockdown drills are conducted in all district buildings as mandated by Education Law Section 807.

Chief Emergency Officer (CEO)	
The School District/BOCES has appointed	Joseph D'Apice
Title	Superintendent of Schools
Contact Information	jdapice@nhart.org 315-624-1218
The Board appointed Date	August 19, 2025

CONCEPT OF OPERATIONS

This section describes the "Concept of Operations" for the District-Wide School Safety Plan, explaining how it interacts with the Building-Level Emergency Response Plan(s) and how emergency response is initiated. In short, this section explains that the District-Wide School Safety Plan provides the overall structure and guidelines, while Building-Level Emergency Response Plan(s) address specific needs.

- **Guiding Principles:** The general protocols outlined in the District-Wide School Safety Plan serve as the foundation for developing and implementing individual Building-Level Emergency Response Plans. The District-Wide School Safety Plan sets the standard operating procedures.
- **Stakeholder Involvement:** Key internal (school staff, etc.) and external (community members, emergency services, etc.) stakeholders were involved in creating and revising the District-Wide School Safety Plan. This ensures that local knowledge and emergency management expertise are incorporated. The district recognizes its role as part of the larger community and the importance of community stakeholder involvement in school safety.

PLAN REVIEW AND PUBLIC COMMENT

This section outlines the process for reviewing, getting public comment on, and adopting the District-Wide School Safety Plan, as well as the handling of Building-Level Emergency Response Plan(s).

District-Wide School Safety Plan Review and Adoption:

1. **Periodic/Annual Review:** The District-Wide School Safety Team will maintain the plan throughout the year as well as complete the required annual review of the plan on or before July 1st of each year.
2. **Public Comment Period:** The plan will be available for public comment for at least 30 days before adoption, as required by Commissioner's Regulation 155.17 (e)(3).
3. **Public Hearing:** At least one public hearing must be held to allow for participation from school personnel, parents, students, and other interested parties.

4. **Board of Education Adoption:** The plan must be formally adopted by the Board of Education by September 1st, annually.
5. **Website Posting:** The District-Wide School Safety Plan will be posted to the district website. The URL is verified by September 1st, annually.
6. **Submission to NYSED:** The URL must be submitted to the NYS Education Department within 30 days of adoption, but no later than October 1st of each year on the NYS Education Department Application Business Portal.

Timeline for Adoption of the District-Wide School Safety Plan

TASK	DATE
District-Wide Safety Team Annual Review	Jun 3, 2025
Public Comment Period	July 19 - August 19, 2025
Public Hearing	August 19, 2025
Board of Education approves the plan (9/1)	August 19, 2025
Plan posted to the website (30-days of adoption)	August 20, 2025
URL of DWSSP verified (10/1)	September 1, 2025

Building-Level Emergency Response Plans:

1. **Confidentiality:** Building-Level Emergency Response Plans are confidential and are *not* subject to disclosure under Article 6 of the Public Officers Law (Freedom of Information Law) or any other provisions of the law, as per Education Law Section 2801-a.
2. **Distribution to Law Enforcement:** Building-Level Emergency Response Plans will be provided to the New York State Police, County Sheriff's Office, and Local Police Agency(ies) within 30 days of adoption and no later than October 1st of each year. After plans are entered into the NYS Education Department Application Business Portal, NYS Police and local jurisdictions are able to access them via the portal.

RISK REDUCTION/PREVENTION - SCHOOL CLIMATE

This section focuses on the district's strategies for preventing and reducing the risk of negative events, emphasizing the importance of a positive school climate and effective communication.

The district acknowledges that while prevention is the ideal goal, not all negative events can be prevented. Therefore, they focus on both *prevention* (proactive measures) and *risk reduction/intervention* (minimizing the impact of events that do occur). Improving school culture, climate, and communication are seen as key to both.

Program Initiatives:

The district highlights the importance of programs and activities that foster a positive school climate, enhance communication, and encourage reporting of potentially dangerous, suspicious, or violent behavior. These initiatives aim to improve safety, security, and quality of life for the entire school community and create a positive and safe learning environment.

The following are examples of current initiatives:

- **School Resource Officer Program/presentations:** Having School Resource Officers (police officers) in schools or providing presentations is a common prevention and intervention strategy.
- **County Probation Officer on-site:** Having a probation officer present in the school can provide support and intervention for at-risk students.
- **Other programs, projects, and activities:**
 - Community involvement in schools
 - Mentoring programs
 - Adjusting schedules to minimize potential conflicts or altercations
 - School Resource Officers/Special Patrol Officers
 - Positivity Project, Restorative Practices, Character Education, SEL, PBIS, Peer Mediation, Youth Courts, Connected Community Schools, etc.

PROGRAMS/INITIATIVES BEING USED IN THE NEW HARTFORD CSD	
School Resource Officer Program	School Patrol Officers On Site
Connected Community Schools	Positivity Project
Character Education	Project Purple

RISK REDUCTION/PREVENTION - SCHOOL SAFETY & BUILDING SECURITY

This section details the implementation of school safety and building security measures, including routine precautions, access control, visitor policies, hazard identification, and construction safety.

- **Routine Precautions:** All staff are required to immediately report any information or observations that could impact school safety to their principal or supervisor. The policy emphasizes erring on the side of caution and reporting even seemingly minor details.
- **Limited Access:** Each building implements a limited access policy, tailoring it to their specific needs. This generally involves keeping only essential exterior doors unlocked during the school day and monitoring those doors. All other entrances are secured shortly after the start of the school day. Electronic visitor access control systems are used at primary entrances.

Keyless/electronic access systems are used for authorized personnel.

- **Staff Photo Identification Badges:** All employees must wear photo ID badges at all times while on district property.
- **Visitor Policy:** All visitors must report to the main office, sign in, wear a visible name badge, and sign out. Staff are instructed to approach any unannounced visitor without proper identification.
- **Student Sign-Out Procedures:** The district verifies that only authorized individuals sign out students. Staff may require a photo ID and contact a parent/guardian for confirmation.
- **Video Surveillance:** A digital video surveillance system monitors high-use areas and areas of concern.
- **School Safety Assessment:** Regular school safety assessments are conducted to identify potential safety problems.
- **Fire Alarm:** A fire detection alarm system linked to a central monitoring station is in service. Regular testing is conducted.
- **Random Drug Sniffing Canine Search:** The district may occasionally conduct canine searches.
- **Vital Educational Agency Information:** The district maintains information on school population, staff numbers, transportation needs, and key official contact information.
- **School Resource Officer/Special Patrol Officer:** The district contracts with local law enforcement agencies for a School Resource Officer (SRO) and/or Special Patrol Officer (SPO) who acts as a liaison between students and staff and handles anonymous reports.
 - Duties, Hiring and Screening Process for Safety/Security Personnel:
 - The district can rely on established past practices. Civil service procedures, in consultation with the district, may define the duties.
 - The district itself can determine the duties, provided they adhere to all relevant federal, state, county, and municipal guidelines.
 - The district is committed to equal opportunity employment, adhering to:
 - The Civil Rights Act of 1964, Public Law 90-202, and/or Section 504 of the Rehabilitation Act of 1973 .
 - Hiring processes must comply with all applicable federal, state, county, and municipal laws and guidelines. Qualifications are set by civil service (if applicable) or by the Board of Education. Since July 1, 2001, all newly hired school personnel must submit two sets of fingerprints for background checks, as required by the Schools Against Violence in Education Legislation of 2000.
 - This excerpt does not provide explicit details concerning the required training of hall monitors and other school safety personnel. It does state that the duties will be provided by past practice, civil service, or the district, and that the district must follow all Federal, State, County and Municipal guidance, so it can be assumed that any training required by that guidance must be followed.

Early Detection of Potentially Violent Behaviors:

The district recognizes the importance of early intervention. Staff professional development includes training on school violence prevention and mental health. Communication strategies are used to deter violence, involving various stakeholders (law enforcement, health professionals, etc.) when appropriate and legally permissible. Information on early detection of potentially violent behaviors is distributed to the school community. Students, parents, and staff are encouraged to report any concerning behaviors. Strategies for improved communication include:

- Clear expectations for students (Code of Conduct).
- Attentive listening to students.
- Encouraging communication among all stakeholders.
- Multi-agency teams.
- Staff training on effective listening and questioning.
- Programs promoting character development.

Hazard Identification:

Potential emergency sites include the main building (s), playground, adjacent properties, buses, off-site trips, and nearby commercial areas. Building-Level Emergency Planning Teams identify unique hazards at their locations. The district has multi-hazard response plans (based on Incident Command System and NIMS) for:

- **Civil Disturbance:** Bomb threat, intruder, hostage, kidnapping, assault/threat, threat of suicide.
- **Environmental Emergency:** Flood, hazmat, snow/ice, tornado, storm, fire, explosion, gas leak.
- **Building Failure:** System failure, structural failure.
- **Medical Emergency:** Injury/illness, accident, mass illness/epidemic, pandemic.
- **Extreme Heat Condition Days:** Schools are required to keep students and staff safe on extreme heat days and will incorporate strategies for this requirement beginning September 1, 2025. Mitigation measures begin at 82 degrees.

Identified onsite hazards can include: chemical storage, welding areas, indoor vehicle areas, compressed gas storage, paint booths, congregation areas, conference areas, and boiler/mechanical rooms.

Identified off site hazards can include: major highways (chemical transport), the airport (flight path), railroad, industrial sites, and creeks.

D. Construction and Capital Project Safety:

The district ensures student and staff safety during construction, which may include background checks on workers, maintaining emergency egress routes, and notifying building occupants of changes. The District Safety Committee (or a subcommittee) may monitor construction safety. The committee may include the Superintendent, Director of Facilities, Safety Services members, administrators, architect, construction manager, and contractors, and will meet as needed to address safety concerns.

EMERGENCY RESPONSE - PLANNING, DRILLS/TRAINING COMMUNICATION, AND PROCEDURES

This section covers the planning including: drills and training, notification and activation procedures, situational responses to various emergencies, including acts of violence and terrorist threats, and available protective action options.

Planning:

- **Multi-Hazard Response:** This involves developing comprehensive plans to address a variety of potential emergencies, including natural disasters, technological incidents, and human-caused threats. It emphasizes a unified approach, ensuring that staff and students are prepared to react effectively regardless of the specific hazard. This strategy aims to create a safer and more resilient school environment by prioritizing proactive planning, training, and consistent practice. A typical response protocol includes:
 - Assess the situation (Incident Commander/Designee)
 - Implement response action
 - Notify parents/guardians
 - Recovery
 - Evaluation
- **Building-Level Emergency Response Plan Planning Protocols:** Building-Level Emergency Response Plans include protocols for bomb threats, hostage takings, intrusions, and kidnappings, including:
 - Identification of decision-makers
 - Plans to safeguard students and staff
 - Transportation procedures
 - Parent notification procedures
 - Media notification procedures
 - Debriefing procedures

Training (Emergency Response Procedures):

This section details the required drills and training procedures for emergencies, emphasizing a trauma-informed approach and compliance with Education Law §807.

- **All Staff Training (including subs):** will receive training by September 15th annually, (new employees will be trained within 30 days of hire) training on emergency response procedures (with review of the Emergency Response Card), different types of hazards, appropriate response actions, violence prevention, mental health awareness, and the Incident Command System including roles and responsibilities.
- **Student Training:** will take place in an age- and developmentally appropriate manner prior to the first drill.

Emergency Response Procedures:

- **Shelter-in-Place:** Used to shelter students and staff inside the building.
- **Hold-in-Place:** Used to limit movement of students and staff while dealing with short-term emergencies.
- **Evacuate:** Used to evacuate students and staff from the building.
- **Secure Lockout:** Used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school.
- **Lockdown:** Used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

Drill Requirements and Trauma-Informed Approach:

- **Mandated Drills to Practice Emergency Response Procedures:** Each school must conduct 4 lockdown drills and 8 evacuation drills (12 total) annually, as required by Education Law §807. With 6 evacuation drills and 2 lockdown drills occurring before December 31st, annually and after students and staff receive training in emergency response procedures has been provided. Remaining drills need to be completed by June 30th, annually.
- **Prohibited Tactics:** Drills and training during the school day with students present *cannot* include props, actors, simulations, or tactics mimicking school shootings, violence, or other emergencies.
- **Trauma-Informed Drills:** All drills and exercises must be trauma-informed, meaning they avoid tactics that could trigger past trauma, such as using props, actors, simulations, or mimicking school shootings or other violent events. The focus is on understanding trauma and its impact on students and adults.
- **Developmentally Appropriate Content:** Drills must be developmentally and age-appropriate.
- **Tabletop Exercises:** Tabletop exercises (discussions of roles and responses to sample emergencies) can be used for staff training in coordination with local and county emergency officials, especially when live drills are impractical.

Notification of Drills to Parents/Guardians:

Parental notification is required for all drills, including evacuation drills. Notice to parents and those in parental relation regarding drills must be made within one week before each drill, meaning at least 1 day before and no more than 7 days before the drill.

Plan for informing Parents/Persons in Parental Relation of Drills
At the beginning of each school year, parents/guardians will receive a notification via Parent Square outlining the school's emergency response protocols. Additionally, they will be notified of drills through Parent Square at least one day, but no more than seven days, prior to each drill.

Parental notification is not required for bus drills.

Announcing Drills:

Students and staff will be informed of drills at the time a drill occurs except for evacuation drills. They are not required to be announced as per the NYS Fire Code.

Post-Drill Debriefings:

Each drill/exercise will be followed by a debriefing session for staff involved in identifying areas for improvement in emergency response actions and protocols.

Additional Drills:

- Drills will be held during summer school, with one drill occurring during the first week.
- Go-Home Early dismissal drills will not occur more than 15 minutes before the normal dismissal time. Parents/guardians will be notified in writing at least one week prior to the drill. Transportation and communication procedures will be included in the drill.
- Bus Evacuation Drills

Full-Scale Exercises:

Full-scale exercises (involving props, actors, or simulations) conducted with local/county emergency responders *cannot* be held during regular school days or when school activities are occurring. Students cannot participate in these exercises without written parental/guardian consent.

Communication:

- **Law Enforcement Contact:** Quick contact with law enforcement is crucial. Relationships are established through Building-Level Emergency Response Teams (BLERTs), and contact information is documented in the Building-Level Emergency Response Plan. Incident Commanders are authorized to initiate law enforcement contact.
- **Notification Methods:** Notification methods include County Emergency Services, telephone, email, portable radio, NOAA weather radio, website, intercom/PA, local media, and others as needed.
- **Internal Communication:** The district will notify all principals/designees in the event of an emergency.
- **Parent/Guardian Notification:** The district may use County Emergency E911 Centers, other messaging systems, local media, or the website to contact parents/guardians in case of a violent incident or early dismissal.

Plan to Inform Parents/Persons in Parental Relation of Emergencies or Early Dismissal
Emergency closings/early dismissals will be communicated through the following channels: <u>Local Media</u> TV-Channels - WKTV (Channel 2), WUTR (Channel 11)

Response Protocols:

- **Initial Response:** The Building Incident Commander onsite during an emergency will be responsible to initiate response and contact the Chief Emergency Officer (CEO). The CEO will provide leadership, organize activities and disseminate information (a designated alternate will act in their absence) with the assistance of the Building-Level Emergency Response Team(s).
- **Local Government Assistance:** Contacting Oneida County 911 activates the system for coordinating assistance from county and local agencies (as per Article 2-B of the Executive Law).
- **Responses to Acts of Violence (Implied/Direct Threats, Including Suicide Threats):** Building-Level Emergency Response Plan(s) detail procedures for responding to threats. Potential actions include:
 - Follow procedures outlined in the Code of Conduct
 - Use staff trained in de-escalation strategies to diffuse the situation.
 - Notifying the Building Principal
 - Threat level assessment with the Superintendent/Designee
 - Contact law enforcement (if necessary, following MOU)
 - Monitoring and adjusting responses
 - Use of the Building-Level Emergency Response Team
- **Responses to Acts of Violence:** Building-Level Emergency Response Plans detail procedures for responding to violent acts, may include but not limited to:
 - Isolating the area and evacuation (if appropriate)
 - Notification of Principal/Superintendent
 - Initiating emergency response procedures
 - Contacting emergency responders
 - Monitoring and adjusting responses
 - Early dismissal, sheltering, or evacuation procedures
 - Keeping parents/guardians informed
- **Responses to Violence (Reporting, Investigation, Follow-Up, Evaluation, Disciplinary Measures):** Building-Level Emergency Response Plans detail procedures for responding to threats, may include but are not limited to:
 - **Reporting:** All violent incidents (including verbal abuse and threats) must be immediately reported and documented. Confidentiality is maintained, and there is no reprisal for reporting.
 - **Investigation:** Review incidents to prevent recurrence (not to find fault), focusing on facts, recording information, identifying causes, recommending actions, encouraging follow-up, and considering changes to controls, policies, and procedures.

- **Follow-Up:** The district provides medical and psychological support to affected individuals, ensuring confidentiality and protection from discrimination.
 - **Evaluation:** There will be a periodic review of school building security analysis, focusing on potential violent incidents (bomb threats, hostage-taking, etc.) with input from law enforcement.
 - **Disciplinary Measures:** The Code of Conduct guides disciplinary actions.
 - **Code of Conduct:** The district has a detailed Code of Conduct, communicated to all stakeholders, which is a major part of violence prevention.
 - **Emergency Assistance from Local Government:** Contact 911 immediately. Additional support is available from the Sheriff, local police, fire departments, threat assessment teams, and County Emergency Services.
 - **Resources Available:** District facilities, vehicles, and equipment are available. The district can also contact the local highway department for heavy equipment.
 - **Resource Coordination:** The Incident Command System is used to coordinate resources and manpower.
- **Protective Action Options:** Building-Level Emergency Response Plans include procedures for:
 - School cancellation (Superintendent/Designee)
 - Early dismissal (Superintendent/Designee, parent notification)
 - Emergency evacuation (Principal/Designee, accounting for students/staff, potential off-site relocation)
 - Shelter-in-place (Principal/Designee, provisions for basic needs if extended)
 - Hold-in-place (Principal/Designee)
 - Secure Lockout (Principal/Designee)
 - Lockdown (Principal/Designee)
 - **Terrorist Threats & Activities:** The Principal will follow NYS Homeland Security recommendations based on the declared alert level.

The district encourages reporting suspicious activity to law enforcement, following the "If You See Something, Say Something™" campaign.

RECOVERY

This section describes the recovery procedures following an emergency or violent incident, including district support, mental health services, and recordkeeping.

District Support for Buildings:

- **Crisis Plan Activation:** After an incident, the Crisis Plan will be activated by the appropriate level Emergency Response Team.
- **Resource Deployment:** Necessary resources will be deployed to support the Emergency Response Teams and Post-Incident Response Teams.
- **Support from District Resources:** The Building-Level Emergency Response Team and the Building- Level Post-Incident Response Team will be supported by all available district resources and personnel as needed.

Disaster Mental Health Services:

- **Post-Incident Response Team:** Each building's Building-Level Emergency Response Team will designate a Post-Incident Response Team to provide crisis intervention and disaster mental health services, as detailed in the building's plan.
- **Additional Resources:** Buildings can draw upon existing pupil personnel staff (e.g., counselors, psychologists, social workers).
- **External Support:** If a building lacks sufficient resources, the district will arrange for additional pupil personnel staff to assist the Post-Incident Response Team.
- **Employee Assistance:** Employees are encouraged to utilize the Employee Assistance Program (EAP).
- **County/State Support:** Depending on the scope of the incident, the County Office of Emergency Services and Department of Mental Health may be contacted to coordinate county or statewide support.

COMMUNICABLE DISEASE - PANDEMIC PLAN

This section addresses the protocols and procedures for responding to a communicable disease outbreak or pandemic, as mandated by Labor Law §27-c and Education Law §2801-a. It is designed to ensure the safety and well-being of students, staff, and the community, while maintaining continuity of educational operations to the greatest extent possible. This plan is built upon the existing framework of the DWSSP and Building-Level Emergency Response Plans (BLERPs), and will be regularly reviewed and updated in collaboration with public health authorities.

Prevention/Mitigation

- **Essential Positions/Titles:**

- A detailed list and description of positions deemed essential, with clear justifications for their designation.
- Protocols for documenting precise hours and work locations of essential workers.
- Strategies for staggering work shifts to reduce workplace and public transportation overcrowding.

Human Resources Essential Positions (Example Table)				
Title	Description	Justification	Work Shift	Protocol
Bus Mechanic (4)	Maintain Fleet	Hands on Critical	First	Screening Sign In
Facilities Maintenance	Building Upkeep	Hands on Critical	First	Screening Sign In
Senior Building Custodians (5)	Building Upkeep	Hands on Critical	First	Screening Sign In
Watchman	Building Security	Hands on Critical	First	Screening Sign In

- **Telecommuting Protocols:**

- Specific protocols enabling non-essential employees and contractors to telecommute.
- Measures to ensure digital equity for employees and students.

- **Coordination and Communication:**

- Close collaboration with the Health Department.
- Designated Pandemic Coordinator and District-Wide School Safety Team.
- Educational campaigns on hand hygiene and respiratory etiquette.
- Information dissemination to parents, staff, and students.

Protection/Preparedness

- **Personal Protective Equipment (PPE):**

- Protocols for securing and storing sufficient PPE for essential workers.
- Plan for proper storage to prevent degradation and ensure immediate access.

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
Students	100 Masks per Week	2500	1250	625	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	500	2250	1125	565	5 Disposable Masks per Week per Teacher
Nurse/Health Professionals	1000	7200	3600	1800	10 Disposable Masks per Week per School Nurse

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

- **Incident Command:**
 - Establishment of District-Wide and Building-Level Command Centers and Incident Command Structures.
 - Designated Pandemic Coordinators for each school.
 - Comprehensive communication strategies, including a designated Public Information Officer (PIO).
- **Operational Continuity:**
 - Procedures for maintaining essential functions and services, including business office, facilities, and human resources.
 - Strategies for ensuring continuity of instruction through various modalities.

Response

- **Activation Protocols:**
 - Criteria for activating the pandemic response based on internal monitoring and public health guidance.
 - Notification of the Incident Command Structure and implementation of communication procedures.
- **Spread Prevention and Contact Tracing:**
 - Protocols for preventing the spread of communicable diseases in the workplace.
 - Procedures for documenting hours and work locations of essential workers.
 - Coordination with local health authorities for contact tracing.

- **Disinfection and Cleaning:**
 - Cleaning and disinfection protocols for workspaces and common areas.
 - Procedures for handling confirmed cases of illness.
 - Return to school guidelines.
- **Employee Support:**
 - Employee assistance program and medical accommodations.
- **Emergency Housing:**
 - Pre-identified local housing options for essential employees, if needed.

Recovery

- **Return to Normal Operations:**
 - Strategies for re-establishing the normal school curriculum and operations.
 - Evaluation of building operations and re-implementation of maintenance and cleaning procedures.
- **Post-Incident Assessment:**
 - Assessment of the emotional impact on students and staff.
 - Debriefing and lessons learned by the District-Wide and Building-Level Emergency Response Teams.
 - Revision of the DWSSP and BLERPs.
 - Curriculum development to address the crisis.

EMERGENCY REMOTE INSTRUCTION PLAN

Introduction

The NHCS D Board of Education recognizes the need for continuous learning, anytime, anywhere. While some settings are better than others to meet this need, there may come a time when we must provide continuity of teaching and learning in difficult circumstances and less-than-optimal settings.

The inclusion of an Emergency Remote Instruction Plan in New Hartford Central School District's Safety Plan is required at the beginning of the 2023-2024 school year, as noted at the September 2022 meeting of the Board of Regents. All public schools, boards of cooperative educational services (BOCES), and county vocational education and extension boards must amend their district-wide school safety plans to include plans for remote instruction. The plans must include the methods by which public schools, BOCES, and county vocational education and extension boards will ensure the availability of devices, internet access, provision of special education and related services for students with disabilities, and the expectations for time spent in different remote modalities.

Intention of the Plan

The intention of this plan is to preserve the continuity of instruction during a time when assembling in person is not possible due to emergent health and safety risks causing a forced closure of our school facilities. It is important to keep in mind that the remote learning plan is in no way an optimal substitute for the in-person, teacher-student relationship that fosters the best learning opportunities. Because of the nature of such circumstances, this is an optimized 'band-aid' to meet potential learning needs during an emergent set of distancing needs. Preparation, implementation, outcomes, and next steps should be thoughtfully considered with flexibility and an open mind to designing success for staff, students, and the families impacted by whatever emergency occurs. To that end, this plan is a living plan. As the needs and circumstances shift, the HTPS administration and teacher leaders will adapt this plan to best meet those needs and address the emergent circumstances.

Overview of the Plan

Should the decision be made to force temporary, but extended closure of our school facilities, please know that we may consider exhausting all emergency closing days first, and if necessary, hold four-hour school days using days appropriated as breaks in the school calendar.

To meet the challenge of providing continuity of instruction and learning in such difficult circumstances, New Hartford Central School District will use remote blended learning designs. This is a combination of traditional learning experiences as well as digital learning experiences. The determination of traditional versus digital will be based upon the developmental appropriateness of, and availability of, access to digital resources. Daily learning plans, as they are regularly used, will continue to be available to students and families. This will help students and their families follow the learning path, access content, and offer context for learning 34 experiences.

Equitable Access and Opportunity to Instruction

Students (Pre-K-12)

In the event that the district transitions to all remote instruction, all students will have access to Wi-Fi and a device.

The bullets below denote the system in place to support the aforementioned statement.

- The New Hartford Central School District implemented a 1:1 technology initiative in grades K-12.
- The district has a Verizon Account with MiFi available if it has to pivot to all remote. If the district transitions to remote instruction, the parents/guardians will complete a ParentSquare survey at the building level to determine who does not have internet access available at home. All of the students who do not have access to sufficient broadband will be given a MiFi device. The district has the aggregate data of students who need MiFis in the event of a school closure.
- All students have a District-issued G-Suite account and password and access to all required applications and platforms.
- All students/guardians have completed a device loaner agreement.
- The Technology Department is accessible to students, parents, or guardians remotely to troubleshoot and resolve issues with devices and learning platforms/software.

Staff

All teachers have access to district-owned devices. All new teachers received a computer during New Staff Orientation, the first day of school, or starting employment.

- Accordingly, the New Hartford Central School District is prepared to ensure the continuation of learning for any class or students that may have to shift to remote learning. In order to prepare for the continuation of learning via remote instruction, the district has taken the following steps to ensure we can pivot to all remote at any point in time:
 - By the opening of school, all teachers will be required to create a Google Classroom and Zoom Link. All certified staff will also generate a Zoom link (i.e., social workers, school psychologists, non-traditional school psychologists, speech therapists, Occupational Therapists, Physical Therapists). The links generated will be entered in the District Zoom Link Directory. Any technical help will be offered to new staff in creating a Google Classroom and a Zoom link.
 - Google Classroom and Zoom is the learning management system that allows the district to immediately pivot to all remote instruction.
- Staff are encouraged to contact their building technician and submit a Master Library help ticket for assistance with any technology tools and matters related to technology troubleshooting. The Technology Department is accessible to staff remotely to troubleshoot and resolve issues with learning platforms/software.

Parents/Guardians

All students, parents, or guardians have completed a device loaner agreement.

If we transition to remote instruction, teachers will submit a Master Library help ticket to report any issues received from parents or guardians about student devices. Our technicians will check this data daily to ensure all our students have a working device.

The Technology Department will be made accessible to students, parents, or guardians remotely to troubleshoot and resolve district-provided hardware issues. The Office of Curriculum and Instruction will provide support for learning platforms/software.

All communications sent by the district to parents or guardians will come from ParentSquare.

New Hartford Central School District is committed to providing several online programs and resources for students and staff. The instructional staff is encouraged to utilize them when delivering instruction and when assigning meaningful, differentiated, and rigorous work tasks. Below is a list of the district-approved online resources and programs.

District Approved Online Program/Resource	Grade Level	Content Area	Description
ABCMouse.com	K-5	Reading, Math, Science	Activities that teach reading, math, science, health, social studies, art, and music. ABC mouse teaches children through books, games, songs, puzzles, videos, and more, making learning fun and exciting!
Brainpop	3-8	Science, Social Studies, English, Math, Arts & Music, Health, and Technology	Animated Educational Site for Kids - Science, Social Studies, English, Math, Arts & Music, Health, and Technology.
Gimkit	Middle School, High School	Science	Gimkit is a game show for the classroom that requires knowledge, collaboration, and strategy to win.
Google Classroom	District	All Classrooms	Google Classroom is your all-in-one place for teaching and learning. Our easy-to-use and secure tool helps educators manage, measure, and enrich learning experiences.
Google Docs, Sheets, Slides, and forms	District	All Classrooms	Google Documents (Docs) - an online word processor to create and format text documents. Google Spreadsheets (Sheets) - an online spreadsheet application to create and format spreadsheets and charts. Google Presentations (Slides) - an online presentations editor to create visual presentations and shows. Use Google Forms to create online forms and surveys with multiple question types. Analyze results in real time and from any device.
Kami	Jr. High, Sr. High	All Classrooms	Kami is an online document annotation and markup tool. You can highlight, underline, and strikethrough text in PDF and other document formats. You can also add text boxes, shapes, and images. Kami works with Google Drive and Google Classroom. With Kami, you can easily collaborate on documents in the classroom while avoiding the hassles of printing documents.
Listenwise – Listen Innovations	Myles	ELA, Social Studies, Science	Listenwise is a fun and engaging way to teach grade-level curriculum and language together while developing listening skills.
MakeMusic - SmartMusic	District	Music	MakeMusic, Inc. brings together all the tools you need to teach, practice, perform, explore, and create music with MakeMusic Cloud (SmartMusic), and products like Finale and Garritan.
Music Express	Myles	Music	Unique music education resource to help strengthen your curriculum and make your classroom more fun! Issued 6 times during the school year.
Music K-8	Myles	Music	Online Music Magazine and free music-related downloads.
OnShape	District	CAD	OnShape is a browser-based CAD program that students and educators can access on any web-connected platform.
Senor Wooly	Middle School	Spanish Learning	Acquire Spanish through visual stories An eLearning program.
Sight Reading Factory	Bradley	Music	Sight Reading Factory makes practicing sight reading fun, easy & effective with unlimited sight reading exercises for educators, students & hobbyists.
Starfall	Elementary Schools	English and Language Arts	Fully developed kindergarten English and Language Arts curriculum and a comprehensive pre-K curriculum.

The Singing Classroom	Myles	Music	Online resources for music class.
WeVideo	District	Video Editing	
Zoom	District Staff	District Video Conference	Video Collaboration Tool.

Teacher Virtual/Remote Learning Guidelines (all teachers Pre-K – 12)

During remote instruction, staff are expected to:

- log in each day at their contractually obligated time.
- submit lesson plans that are aligned with their department/class according to due dates.
- communicate the schedule of availability to all parents/students at the beginning of the work week using ParentSquare and Google Classroom; arrange the time, during work hours, when a student can call or video conference with the teacher, counselor, case manager, or related service provider.
- respond to student/parent emails by the end of the following school day.
- post assignments daily in Google Classroom.
- host synchronous (live) learning sessions and/or live question and answer sessions with students each week according to the district schedule and provide small group instruction to students, when applicable.
- follow building protocols for addressing student academic concerns and submit student intervention form(s) promptly as requested by the school administration pertaining to student academic progress, social and emotional concerns, and attendance.
- contact school administration regarding any inappropriate interaction with a parent or student.

Progress Monitoring

During remote instruction, staff are expected to:

- provide feedback, grade students' work, and input grades in a timely manner.
- adhere to Department/School Grading procedures.
- continue to administer assessments in accordance with the State and District Assessment Calendars to continuously measure and monitor student growth and inform classroom instruction.
- continue to reach out to students and work with academic departments and the Departments of School Counseling, Related Services, and Special Services to engage students in remote learning.

Attendance Plan

A day of virtual or remote instruction if instituted under a plan approved by the Commissioner of Education, is considered the equivalent of a full day of school attendance for the purposes of meeting State and local graduation requirements, awarding of course credit, and such other matters as determined by the Commissioner of Education and as per the District Attendance Policy. Teachers will record students' attendance daily in the student information system. All contacts made by teachers with students, parents, and guardians will be logged in ParentSquare.

If an LEA has concerns about a student's participation, it will first contact the parent/guardian. Attempt two (2) will come from the student's school counselor, and attempt three (3) will include the building administrator. All three attempts would be made via phone or email to the parent/guardian. The LEA, counselor, and building administrator will collaborate to ensure the student's wellness and support the improvement of participation.

The minimum hours of instruction for a virtual or remote day are four hours excluding lunch and recess in accordance with NYSED Regulations.

A day in session shall be a day on which the school is scheduled to provide instruction and students are under the guidance and direction of a teacher(s) engaged in the teaching process. A day on which school is closed for reasons such as holidays and teachers' institutes, or inclement weather, shall not be considered a day in session.

All of our schools in the district adhere to the state requirements. Sample schedules will be provided.

Safety Delivery of Meals Plan

The district will ensure that meals (breakfast & lunch) are made available for pick-up by a designated person, not quarantining, following the schedule below at their respective child's school. If a family has children in multiple schools, meals may be picked up at one location for all children.

- Every school day
- 10:30 a.m.-1:30 p.m. at all schools

Facilities Plan

Custodians will follow the directives provided by the building/district administration to help ensure the cleanliness and safety of our school facilities.

Other Considerations

- To maintain the social-emotional health of students and staff during remote learning, school counselors are expected to:
 - maintain contact with students who are in jeopardy of failing.
 - assist in contacting students who have not been engaged in online learning as evidenced through reports generated by the school administration.
 - support the Social Emotional Learning (SEL) initiatives and the school climate.
 - counsel students, especially when a crisis arises, and conduct risk assessments as needed.
 - work on scheduling students for summer school and the next school year as directed by the school administration.
 - work in conjunction with school administration as needed to support students' needs.
 - provide resources to staff as needed.
 - provide school-wide resources for the community, students, and faculty.'
- Accelerated Learning Opportunities
 - Advanced, Honors, and Advanced Proficiency (AP) classes will continue to operate remotely.
- Other Student Extended Learning Opportunities
 - All BOE-approved after-school learning programs will continue to operate remotely.
- Transportation
 - Staff will continue to work in person as needed to assist in the delivery of learning materials and/or meals to students/families who are unable to pick them up at a school.
- Extracurricular Programs
 - All BOE-approved after-school extracurricular programs will continue to operate remotely.

Essential Employees

1. Administration
2. Food Service

3. Buildings and Grounds
4. Transportation
5. Security
6. Information Technology
7. Nursing
8. Child Study Team who may only evaluate students in person (school psychologists, speech therapists, physical therapists, and occupational therapists)

**School Resource Officer Program (SRO)
Agreement for Services
2025-2026 School Year**

THIS AGREEMENT, made and entered into, by and between the Town of New Hartford Police Department (hereinafter called "the contractor"), New Hartford Central School District (hereinafter called "the NHCSO"), - Safe Schools/Healthy Students initiative.

WHEREAS, the NHCSO Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach is creating a safe and secure setting for the educational process to take place, and WHEREAS, the NHCSO Safe School/Healthy Students Initiative desires to engage the services of a School Resource Officer to deal with the problems that occur within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to the NHCSO Safe Schools/Healthy Students Initiative to be utilized as School Resource Officer at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a multi-disciplinary team consisting of experienced and trained School Resource Officer (SRO) personnel from law enforcement and the staff of the NHCSO Safe Schools/Healthy Students Initiative.
2. Increase the physical presence of a School Resource Officer within the NHCSO Safe Schools/Healthy Students Initiative participating component district of New Hartford Central School.
3. Decrease the number of incidents involving outside police intervention at the above-named facilities.
4. Increase a sense of safety and order within the school setting.
5. Provide counseling and advice to troubled students, faculty, staff. Assist with investigation, mediation and or resolution of issues surrounding school rules, codes of conduct or criminal matters as necessary occurring amongst students, faculty, staff, visitors.

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. The NHCSO, hereby agrees to secure the services of the Contractor and The Contractor agrees to provide to the NHCSO Safe Schools/Healthy Students Initiative the services of one police officer who will serve as School Resource Officer on a part-time basis from September 5, 2025 to June 26, 2026 to be assigned as follows:

The Contractor agrees to provide a School Resource Officer to the NHCSO at an average of 4 hours per day, so that the designated SRO is on average physically deployed at a NHCSO building at an average of 20 Hours per week over the course of the entire regular school year to provide SRO services as needed district wide.

2. The School Resource Officer will wear the Contractor's department uniform

which may vary including sidearm in an authorized holster when appropriate.

3. To the extent possible, the designated officer's substitutes shall be limited in number to afford student and staff familiarity.

4. The Contractor agrees that the general duties and responsibilities of the officer when working as School Resource Officer at each of the facilities will be as follows:

A. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.

B. Provide intervention between students and/or staff using appropriate techniques to calm and control situations as needed.

C. Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

D. Report all violations of law, school rules, regulations or policies to school administration.

E. Enforce New York State laws, rules and regulations.

F. Act as a liaison with police and other emergency personnel.

G. Advise school administration, NHPD supervisors, and Officers assigned as SSOs of any circumstance or situations that arise that may create a potential for harm to persons, or damage to, or loss of property associated with the school or its premises.

H. Become familiar with the Student Code of Conduct, particularly prohibited items: cellular telephones, pagers, walk-mans, wearing of hats, etc.

I. As needed and when requested, assist School Staff with the enforcement of the Code of Conduct.

J. Report for duty in a timely manner. If unable to work, give prior notification to the NHCS D Safe Schools/Healthy Students Initiative and Contractor to make sure that a substitute has been arranged.

K. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.

L. Act as a mentor to students by developing a rapport with students.

M. Develop a working relationship with the staff.

N. Report directly to the Principal or his/her designee.

O. When requested, participate in meetings and or educational presentations with school officials, students' parents or the School Board. When

requested, participate in meetings to assist in dispute resolution and/or in developing policy and procedures concerning school safety.

- P. School Resource Officers shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. School Resource Officers are prohibited from detaining or questioning students about their immigration status.
- Q. Comply with all applicable laws, regulations, and District policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the School Resource Officer is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

5. The designated School Resource Officer and any substitute officers are not employees of the NHCSO as that term is commonly understood and, therefore, it is expressly understood that the NHCSO is not responsible for any worker's compensation, disability or medical insurance coverage for said officer.

6. Any investigations, arrests, interviews, follow up work or other matters including supervision and or administrative time associated with matters that arise as part of the SRO Program including related duties arising from SRO duties that carry over beyond the NHCSO premises and or which may on occasion require additional time by the SRO or others spent over and above the agreed upon time are included in the sum of \$44,101.78 and such additional time will be provided to the NHCSO at no additional charge by the Contractor.

7. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

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

Notwithstanding the foregoing, the contractor shall act as a law enforcement official and any information received in such capacity shall not be protected unless specifically protected under the heretofore mentioned laws and rules.

8. The Contractor and any subsequent substitute shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV related test.

The Contractor and any other substitute officers from the Town of New Hartford Police Department agrees that their staff to whom confidential HIV related information may be given as a necessity for providing services and in

accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations. The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

9. It is understood by the NHCS D and the Contractor that the New Hartford Police Department will retain tactical control of the School Resource Officer. When the School Resource Officer becomes aware of any illegal activity, he/she will then function as a Town of New Hartford Police Officer with respect to the investigation and prosecution of such illegal activity.

10. The NHCS D shall indemnify and hold the Contractor and the designated School Resource Officer harmless from any action, suit or claim that arises from the negligence or willful misconduct of NHCS D, its employees, officers, or agents. The NHCS D shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the School Resource Officer's duties or conduct occasioned by the School Resource Officer's action. The Contractor agrees to defend and hold the NHCS D and its officers, agents and employees free, harmless and indemnified from and against any and all claims, expenses, costs, suits or causes of actions arising from or in any way out of the negligence or willful misconduct of the Contractor, its employees (including the School Resource Officer), officers, or agents.

11. Notwithstanding any other provisions of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.

12. The parties agree that the Contractor shall be paid the sum of \$44,101.78 per year for the 2025-2026 school year. ½ to be due in January 2026, the other ½ due in July 2026.

13. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract. Upon the NHCS D's receipt of statement for payment of the contract fee, the NHCS D agrees to pay the Contractor upon presentation of a Billing Statement, listing Contract name, for the work performed by the School Resource Officer. The NHCS D agrees to pay the Contractor \$44,101.78 for the services of the School Resource Officer for the 2025-2026 school year. Any time spent by a School Resource Officer that is not related to the interest of the NHCS D Safe Schools/Healthy Students Initiative will not be reimbursed. Any expense or financial obligations made by a School Resource Officer without the prior approval of the NHCS D Safe Schools/Healthy Students Project Director will become the responsibility of the Contractor. Any time spent at the participating component district over and above the contractually agreed upon hours per week will not be billed to the NHCS D Safe Schools/Healthy Students Initiative unless prior approval for this expenditure is granted by an authorized agent of NHCS D.

14. 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.

15. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

17. 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 NHCS D and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, the NHCS D shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

18. The NHCS D and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, the NHCS D will be provided with all documents, notes memoranda and reports (if any) with respect to the School Resource Officer's service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on June 26th, 2025 without notice. Any extension or renewal of said Agreement shall be authorized by the NHCS D Board.

19. The Town agrees to use best efforts to cooperate with the 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 District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The Town 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.

Contractor (Town of New Hartford Supervisor)

By: _____ Date: _____

District Superintendent (NHCS D Superintendent of Schools)

By: _____ Date: _____

Addendum A

PARENTS' BILL OF RIGHTS

The New Hartford Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The New Hartford Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

Education Law § 2-d mandates that each educational agency develop a Parent Bill of Rights for data privacy and security. The purpose of this document is to provide information to parents and students about certain legal requirements that protect personally identifiable information.

To further these goals, the New Hartford Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policies 7240, 7242, and 7250. You may access these Policies from the District's website.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the CJ Amarosa, MIS Director, New Hartford Central Schools, 33 Oxford Rd. New Hartford, NY 13413 OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

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 Firm (the “Contractor”) are limited to the purposes authorized in the contract between the Town of New Hartford (“Contractor”) and New Hartford Central School District (the “School District”) commencing and expiring on the dates set forth therein (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 §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 a suitable format via SFTP transfer 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 physically in the School District’s buildings and/or electronically on the School District’s computer system. 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

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the New Hartford Central School District (hereinafter “School District”) and Town of New Hartford (“Contractor”) entered into an agreement for security services (hereinafter “Agreement”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
5. Subcontractors: Contractor shall not utilize sub-contractors.
6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

7. Termination of Agreement. Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

Signature

Title

Date

SCHOOL SAFETY OFFICER PROGRAM
Agreement for Services
2025-2026 School Year

THIS AGREEMENT, made and entered into, by and between the Town of New Hartford Police Department (herein after called “the Contractor”), and the New Hartford Central School District (herein after called “the District”), shall be known as the School Safety Office Initiative.

WHEREAS, the District has need for a more intensive and coordinated approach in creating a safe and secure setting for the educational process to take place, and WHEREAS, the District desires to engage the services of a School Safety Officer to provide a uniformed Police 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 Contractor is desirous to provide personnel to the District’s School Safety Officer Initiative to be utilized as School Safety Officers at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties’ goals are the following:

1. Establish a staff of School Safety Officers consisting of experienced and trained personnel from law enforcement Officers, who have retired,
2. Increase the physical presence of School Safety Officers within the District’s Schools,
3. Decrease the number of incidents involving outside police intervention at the above named facilities,
4. Increase a sense of security and order within the school setting,
5. Ensure that the buildings safety and security measures are in place and being followed by students, staff and parents.

WHEREAS, the Contractor and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said School Safety Officers in the District.

NOW, THEREFORE, in exchange for the consideration hereinafter stated, the parties hereto agree as follows:

1. The District, hereby agrees to secure the services of the Contractor, and the Contractor agrees to provide to the District the equivalent of five full-time Safety Officers from September 5, 2025 to June 26, 2026 (Dates May Vary according to School Instructional Calendar) to be assigned as follows:

The Contractor agrees to have an officer(s) on site at the New Hartford Senior High School from 7:15 am – 3:15 pm, the Ralph W. Perry Junior High School from 7:15 am – 2:45 pm and Bradley Elementary/Hughes Elementary School/Robert E. Myles Elementary School from 8:15am – 3:15 pm, each day that school is in session during the school year. The Contractor further agrees to have an officer on site at the District’s Summer School Program each day the program is in operation if such program is in session at a District Site. The district agrees to notify the Contractor of this program as soon as practicable. The Contractor agrees to provide a marked police vehicle for use to each School Safety Officer assigned to a school building. The police vehicle will be parked in the main school parking lot or any other agreed upon location on the school premises.

2. The Contractor agrees to provide and to pay the School Safety Officer’s salary and

employment benefits in accordance with the applicable salary schedules and employment practices of the Contractor.

3. The School Safety Officers shall be subject to all other personnel policies and practices of the Contractor, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

4. The Contractor, in its sole discretion, shall have the power and authority to discharge and discipline School Safety Officers. The Contractor and District will be a part of the screening and hiring process. The Contractor shall hold the District free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by School Safety Officers.

5. In the event a School Safety Officer is absent from work, the School Safety Officer shall notify his/her supervisor. The Contractor shall notify the Superintendent of Schools or designee that the School Safety Officer will be absent and shall notify the Superintendent of the replacement School Safety Officer.

6. The relationship of the Contractor, to the District shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

7. The School Safety Officer will wear the Contractor's department issued uniform including sidearm and all other equipment authorized and issued by the Contractor.

8. The District will reimburse the Contractor for all costs associated with the acquisition and maintenance of all uniforms and equipment to include boots, duty weapon, Taser, and other equipment issued by the Contractor to the School Safety Officer. The Contractor will retain ownership of said uniforms and equipment at all times to include the termination of this Agreement.

9. School Safety Officers assigned to the District shall meet the following basic qualifications:

A. Shall be a sworn officer and should have a minimum of two (2) years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

C. Shall possess even temperament and set a good example for students;

D. Shall possess communication skills that would enable the officer to function effectively within the school environment.

10. The Contractor will provide substitute coverage when the designated officer is absent. The District may request from the Contractor that certain individuals not be assigned to the District if it is determined by the District that the substitute does not meet the above listed qualifications. To the extent possible, the Contractor will honor these

requests.

11. In the performance of their duties, School Safety Officers shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the superior officer assigned by the Contractor for such purpose in the event of any question regarding the performance of duties by a School Safety Officer. School Safety Officers shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. School Safety Officers are prohibited from detaining or questioning students about their immigration status.

12. The Contractor and District agree that the general duties and responsibilities of the officer when working as School Safety Officer at each of the facilities will be as follows:

A. The primary function of each SSO assigned to a school, is to provide Police protection for the safety and security of all students, faculty, staff, and visitors, from all outside threats and outside threats of physical harm directed towards any student, faculty, staff, or visitor, in and around each school site.

B. Provide emergency intervention between students and/or staff using appropriate techniques to calm and control situations or incidents if they arise, including incidents that arise within the school community until any necessary and further New Hartford Police Department response is made.

C. Report to school Administration, all violations of school rules, regulations and policies which may jeopardize the safety and security of any students, faculty, staff or visitors.

D. Respond to and act swiftly to Enforce N.Y. State laws, rules and regulations, major disruptions and flagrant criminal offenses occurring on school premises, such as disorderly conduct, weapon possession, sale and/or distribution of illegal or prohibited substances and other unlawful acts. After taking appropriate interventional action to contain the situation, the SSO will report to an NHPD Supervisor and school Administration the details of the incident and any action taken by the SSO thus far.

E. Act as a liaison with police and other emergency personnel.

F. Immediately advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property. School administration will determine the next steps.

G. When feasible and requested to do so by School Officials, screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.

H. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.

I. Become familiar with all hidden recesses in the building and check them periodically.

J. Maintain Security Post integrity, by being present at the main point of ingress. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees. Officers may leave their main post to make period checks of other areas within each school building where student, faculty, staff or visitors are present, and may leave their main post to attend to any emergent situation while making attempts to notify school administration when feasible.

K. Report for duty in a timely manner.

L. Question any individual not appearing to be a member of school faculty, staff or a student. The status of the person will be ascertained. If it is determined that the person is a visitor to the school, the SSO will escort the visitor to school administration so that proper registration is completed and visitor credential issued.

M. Develop a working relationship with the staff.

N. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin or membership in any other protected class.

O. Comply with all applicable laws, regulations, and District policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the School Security Officer is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

13. The designated School Security Officer and any substitute officers are not employees of the District as that term is commonly understood and, therefore, it is expressly understood that the District is not responsible for any Workers' Compensation, disability, unemployment or medical insurance coverage for said officer.

14. The District will make available a suitable location for the School Safety Officer to take breaks and have a midday meal.

15. The District will provide suitable accommodations (desk and chair) at the main entrance of each school building so that the School Security Officer may be periodically seated during the school day.

16. Reporting of Crimes: If school personnel uncover evidence that a crime has been committed as defined in a statute and/or District policy/regulation or as determined by the school Principal or his/her designee, the school official may notify the School Safety Officer or in the event of an emergency or the School Safety Officer's absence dial 911 for police. Once notified of the occurrence of a crime the School Safety Officer will respond to any location on the school grounds as necessary, take any necessary interventional action to protect the safety of any student, faculty, staff, visitor or property and complete the applicable report in conformance with the Contractor's rules, regulations, policy and procedures. When appropriate, or in

the event of a serious crime, the School Safety Officer will notify the appropriate Contractor supervisory personnel and request their services for a police response.

17. The School Safety Officer shall comply with all state and federal laws as well as all of the Contractor's rules, regulations, policies and procedures related to investigations, interviews, and search and arrest procedures.

18. It is understood by the District and the Contractor that the New Hartford Police Department will retain tactical control of the School Safety Officer.

19. Interview Procedures: In the event a crime is occurring, as defined in a statute and/or District administrative guidelines or as determined by the school Principal or his/her designee and the School Safety Officer that the School Safety Officer should interview a student, the School Safety Officer should:

A. Question any witnesses to determine that a crime was committed and who committed the crime. The School Safety Officer shall have the general authority to question or interview any student at school who may have information about criminal misconduct or, unless otherwise requested by the Principal or designee in a particular instance, about the violation of the conduct policies of the District. As a general rule, the interview should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the School Safety Officer may interview a student without the presence of a school official.

B. Question the person suspected of committing the crime. The school personnel may conduct such investigation as they deem appropriate for school purposes. In questioning students suspected of committing a crime at school or related to school or school events, the School Safety Officer is responsible for complying with all applicable laws and Contractor rules, regulations, policies, and procedures regarding the questioning and arrest procedures, including procedures which apply to minors or to persons under sixteen (16) years of age.

20. Search Procedures: When requested by school officials, the School Safety Officer shall assist with search of students, possessions and vehicles in order to protect the safety of all persons involved in the search. If a search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the School Safety Officer. All inquiries and searches conducted by the School Safety Officer shall be in compliance with State and Federal law as well as the Contractor's rules, regulations, policies and procedures.

21. Arrest Procedures-School Related Crimes: When a School Safety Officer arrests or takes a juvenile under the age of sixteen (16) into custody, he/she shall work in conjunction with the Contractor and other appropriate officials to determine the course of action which is appropriate and lawful under the circumstances.

Students over sixteen (16) years of age: When a School Safety Officer arrests or takes a person over the age of sixteen (16) into custody, he/she shall select the course of action that is appropriate and lawful under the circumstances.

If circumstances permit, the School Safety Officer and Principal shall mutually agree upon a time during the school day for the removal of the student from school. The student shall be called to the office by the Principal at that time.

22. Controlled Substances: District officials shall notify the School Safety Officer in all cases

involving possession, sales or distribution of controlled substances at school or school activities.

Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the School Safety Officer for proper identification and eventual destruction. The School Safety Officer will also be available to testify in any school disciplinary hearing.

If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the School Safety Officer shall be notified and the School Safety Officer will conduct the appropriate investigation, notify or cause to notified the Contractor for proper support and assistance and/or take other appropriate law enforcement action.

23. District officials shall allow School Safety Officers to inspect and copy any public records maintained by the school that is permissible by law. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the District hereby designates each School Safety Officer as the District's "law enforcement unit" for the purpose of enforcing Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their School Safety Officer duties. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

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

24. The Contractor and any subsequent substitute shall not discriminate or refuse assistance to individuals with AIDS or who are HIV positive.

The Contractor and any other substitute officers from the Town of New Hartford Police Department agrees that their staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with Section 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV-related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

25. The District shall hold the Contractor and the designated School Safety Officer harmless from any action, suit or claim that arises from the negligence or willful misconduct of the District, its officers or employees.

The Contractor shall maintain in full force and effect during the term of this agreement comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.

The Contractor agrees to defend and hold the District and its officers, agents and employees free, harmless and indemnified from and against any and all claims, expenses, costs, suits or causes of actions arising from or in any way out of the performance of the duties of the School Safety Officer or the School Safety Officer Program.

Any investigations, arrests, interviews, or other matters that require additional time at the designated district building over and above the agreed upon hours per day will result in overtime being charged to the District by the Contractor. When such a situation arises, the Principal or his/her designee must be notified and approve the overtime prior to the work being done by the Contractor.

26. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.

27. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract. The Contractor shall provide the District with written notice of any rate of pay change together with a copy of the Contract. Upon the District's receipt of statement for payment of the contract fee, the District agrees to pay the Contractor upon presentation of a Billing Statement, listing Contract name, for the work performed by the School Safety Officer.

A. The District agrees to pay the Contractor for the services of the School Safety Officers for the 2025 – 2026 school year based on the following hourly rate per officer: \$42.21.

B. The District also agrees to pay the Contractor for the hours spent by the School Safety Officers undergoing mandatory training to become a School Safety Officer.

C. Any time spent by a School Safety Officer that is not related to the interest of the District will not be charged to the District.

D. Any expenses or financial obligations made by a School Safety Officer without the prior approval of the District will become the responsibility of the Contractor.

E. Any time spent at the District over and above the contractually agreed upon hours per day will be billed as overtime, subject to prior approval by the Principal or his/her designee.

28. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

30. 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 District and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, the District shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Contractor be responsible for any actual or consequential damages as a result of termination.

31. The District and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, the District will be provided with all documents, notes memoranda and reports (if any) with respect to the School Safety Officers' service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on June 30th, 2026 without notice. Any extension or renewal of said Agreement shall be authorized by the District's Board of Education.

32. The Town agrees to use best efforts to cooperate with the 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 District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The Town 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Contractor (Town of New Hartford)
By: Town of New Hartford - Town Supervisor
Paul Miscione

Date:

District (New Hartford Central School District)
By: Joseph D'Apice
New Hartford Central School District
Superintendent of Schools

Date:

Addendum A

PARENTS' BILL OF RIGHTS

The New Hartford Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The New Hartford Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

Education Law § 2-d mandates that each educational agency develop a Parent Bill of Rights for data privacy and security. The purpose of this document is to provide information to parents and students about certain legal requirements that protect personally identifiable information.

To further these goals, the New Hartford Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policies 7240, 7242, and 7250. You may access these Policies from the District's website.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the CJ Amarosa, MIS Director, New Hartford Central Schools, 33 Oxford Rd. New Hartford, NY 13413 OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

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 Firm (the “Contractor”) are limited to the purposes authorized in the contract between the Town of New Hartford (“Contractor”) and New Hartford Central School District (the “School District”) commencing and expiring on the dates set forth therein (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 §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 a suitable format via SFTP transfer 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 physically in the School District’s buildings and/or electronically on the School District’s computer system. 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

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the New Hartford Central School District (hereinafter “School District”) and Town of New Hartford (“Contractor”) entered into an agreement for security services (hereinafter “Agreement”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - A Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - B Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
 - C At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the agreement.
 - D .Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
 - E. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
5. Subcontractors: Contractor shall not utilize sub-contractors.
6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

7. Termination of Agreement.

Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

Signature

Title

Date
