

# **Barker Central School District**

## **District-Wide School Safety Plan**

**2023 - 2024 School Year**

**Revised June 2023**

# TABLE OF CONTENTS

<b>INTRODUCTION . . . . .</b>	<b>1</b>
<b>General Considerations and Planning Guidelines . . . . .</b>	<b>1</b>
<b>Purpose . . . . .</b>	<b>1</b>
<b>Identification of School Teams . . . . .</b>	<b>2</b>
<b>Concept of Operations . . . . .</b>	<b>2</b>
<b>Plan Review and Public Comment . . . . .</b>	<b>3</b>
<b>Risk Reduction / Prevention and Intervention . . . . .</b>	<b>4</b>
<b>Prevention / Intervention Strategies . . . . .</b>	<b>4</b>
<b>Program Initiatives: Prevention . . . . .</b>	<b>4</b>
<b>Program Initiatives: Intervention . . . . .</b>	<b>6</b>
<b>Program Initiatives: Post-Intervention . . . . .</b>	<b>6</b>
<b>Training and Exercises . . . . .</b>	<b>6</b>
<b>School Security . . . . .</b>	<b>7</b>
<b>Implementation of School Security . . . . .</b>	<b>8</b>
<b>Security Personnel - Hall Monitors . . . . .</b>	<b>8</b>
<b>School Resource Information . . . . .</b>	<b>8</b>
<b>Early Detection of Potentially Violent Behaviors . . . . .</b>	<b>9</b>
<b>Hazard Identification of Sites of Potential Emergencies . . . . .</b>	<b>10</b>
<b>Response . . . . .</b>	<b>11</b>
<b>Notification and Activation Internal and External</b>	
<b>Communications . . . . .</b>	<b>11</b>
<b>Functional Annexes . . . . .</b>	<b>12</b>
<b>Situational Responses – Threat and Hazard Specific Annexes . . . . .</b>	<b>13</b>
<b>Acts of Violence . . . . .</b>	<b>14</b>
<b>Responses to Acts of Violence / Implied or Direct Threats . . . . .</b>	<b>14</b>
<b>Arrangements for Obtaining Emergency Assistance from</b>	
<b>Local Government . . . . .</b>	<b>14</b>
<b>Procedures for Obtaining Advice and Assistance from Local</b>	
<b>Government Officials . . . . .</b>	<b>15</b>
<b>District Resources Available for Use in an Emergency . . . . .</b>	<b>15</b>
<b>Procedures to Coordinate the Use of School District Resources</b>	
<b>and Manpower during Emergencies . . . . .</b>	<b>15</b>
<b>Recovery . . . . .</b>	<b>16</b>
<b>District Support for Buildings . . . . .</b>	<b>16</b>
<b>Medical and Mental Health Emergency Annex . . . . .</b>	<b>17</b>

## **Chain Of Command**

<b>Chain Of Command . . . . .</b>	<b>18</b>
<b>Building Administration . . . . .</b>	<b>19</b>

## **Incident Command**

<b>Direction, Control, and Coordination . . . . .</b>	<b>20</b>
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## **Supplemental Information**

<b>Implied or Direct Threats of Violence . . . . .</b>	<b>21</b>
<b>Acts of Violence . . . . .</b>	<b>21</b>
<b>Media Notification Plan . . . . .</b>	<b>21</b>
<b>Parent / Guardian Notification Plan . . . . .</b>	<b>21</b>
<b>Post Incident Response / Recovery . . . . .</b>	<b>21</b>
<b>Crime Scene Management . . . . .</b>	<b>21</b>
<b>Student / Staff / Guest with Special Needs . . . . .</b>	<b>22</b>
<b>School Safety and the Educational Climate - SSEC . . . . .</b>	<b>22</b>

## **Appendixes**

**Memorandum of Understanding Regarding the School Resource Officer**

**Public Health Emergency Continuation of Operations Plan**

**Emergency Remote Instruction Plan**

# INTRODUCTION

Every board of education of a school district, every board of cooperative educational services and county vocational education and extension board and the chancellor of the City School District of the City of New York **shall adopt by** July 1, 2001, and **shall update by** July 1<sup>st</sup> for the 2002-2003 through the 2015-2016 school years **and by September 1<sup>st</sup>** for the 2016 – 2017 school year **and each subsequent September 1<sup>st</sup> thereafter**, a comprehensive District-Wide School Safety Plan and Building Level Emergency Response Plans regarding crisis intervention and emergency response and management, provided that in the City School District of the City of New York, such plans shall be adopted by the chancellor of the city school district. **Such plans shall be developed by a District-Wide School Safety Team and a Building Level Emergency Response Team**, as such terms are defined in subdivision (b) of this section, and shall be in a form developed by the commissioner in consultation with the Division of Criminal Justice Services, the superintendent of the State Police and any other appropriate State agencies. **Each District-Wide School Safety Plan and Building Level School Emergency Response Plan shall be reviewed by the appropriate school safety team on at least an annual basis, and updated as needed.**

## GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

### Purpose

The **Barker Central School District-Wide School Safety Plan** was developed pursuant to Commissioner's Regulation 155.17. At the direction of the **Barker Central School District Board of Education**, the **Superintendent of Barker Central School District** appointed a **District-Wide School Safety Team** and charged it with the development and maintenance of the **District-Wide School Safety Plan**.

## Identification of School Teams

The **Barker Central School District** has appointed a **District-Wide School Safety Team** consisting of, but not limited to:

**School Board Members**  
**Administrators**  
**Teachers**  
**Students**  
**Parent Organizations**  
**School Safety Personnel**  
**Other School Representatives**

## Concept of Operations

- The **District-Wide School Safety Plan** is directly linked to the individual **Building Level School Emergency Response Plan** for each of the school buildings. Protocols reflected in the **District-Wide School Safety Plan** will guide the development and implementation of the individual **Building Level School Emergency Response Plan**.
- The **District-Wide School Safety Plan** includes the designation of the school Superintendent or school Superintendent's designee, as the district's **Chief Emergency Officer**, who is responsible for coordinating communication between staff and law enforcement and first responders and for ensuring staff understanding of the **District-Wide School Safety Plan**. The Chief Emergency Officer shall also be responsible for ensuring completion and yearly update of the **Building Level School Emergency Response Plan**.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by that school's Building Principal or Designee.
- With authorization from the Building Principal or Designee and or the Superintendent of Schools, local emergency response personnel (fire/police/EMS) shall be notified. If deemed necessary by the Building Principal or Designee and or the Superintendent of Schools, activation of the **Building Level Emergency Response Team** shall take place.
- Additional local/county/state resources could supplement the district efforts through existing protocols or emergency response actions, including post incident response, may be supplemented by county and state resources through existing protocols.

## Plan Review and Public Comment

- Pursuant to Commissioner's Regulation, Section 155.17 (e) (3), this plan was made available for public comment 30 days prior to its adoption. The **District-Wide School Safety Plan** was adopted by the School Board after one public hearing that provided for the participation of school personnel, parents, students, and any other interested parties. The plan was formally adopted by the Board of Education on June 18, 2001. The **District-Wide School Safety Plan** is reviewed and updated annually.
- Full copies of the **District-Wide School Safety Plan** shall be posted on the district's web site or can be requested in writing. The **Building Level School Emergency Response Plan** is submitted to local law and fire/ems agencies and entered on the SEDDAS' business portal of NYSED for New York State Police.
- This plan is reviewed periodically during the year and is maintained by the **District-Wide School Safety Team**. The required annual review is completed on or before **September 1** of each year. **The District-Wide School Safety Plan is located in the Office of the Superintendent.**
- While linked to the **District-Wide School Safety Plan**, the **Building Level School Emergency Response Plan** shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers law or any other provision of law in accordance with Education Law Section 2801 – a.

## **RISK REDUCTION / PREVENTION AND INTERVENTION**

### **Prevention / Intervention Strategies**

#### **Program Initiatives: Prevention**

The **Barker Central School District** continues to develop and investigate various strategies regarding violence prevention and intervention. These strategies may include but are not limited to:

1. Compliance with district's Code of Conduct.
2. Strategies for Crisis Intervention and Prevention (SCIP) technique training.
3. An Alternative Placement Program for intervention of violent students who cannot function in a regular school environment is operated by BOCES.
4. Alternative Education programs are operated by BOCES and address the criteria under the section entitled Early Detection of Potentially Violent Behaviors.
5. Peer mediation and conflict resolution – counselors, principals, student coordinators, psychologists, and teachers work with students who are potentially violent.
6. **The Barker Central School District** encourages students to report school violence and any symptoms of potentially violent behavior to counselors, principals, student coordinators, psychologists, and teachers or any other mentor without fear of retaliation by communicating this to all students at the beginning of the school year and periodically throughout the school year as appropriate. The district is committed to the Dignity for All Students Act (DASA).

#### **Extended Day and Other School Safety Programs**

The **Barker Central School District** has in place programs to provide safe environments for after school learning and athletic activities. Some of the items include but are not limited to:

- **After School Booster/Academic Progress** to provide extended time for learning skills, techniques, and strategies for targeted students.
- **Intramural Sports and Modified Sport/Sport Activities** provided in as many areas as possible.
- **Clubs/Activities** – expand existing club offerings that focus on positive character building.

#### **Communication Improvement Strategies Among Students and Between Students & Staff**

The **Barker Central School District** has developed various strategies for the improvement of communication among students, and between students and staff. A teaching component for all grade levels, elementary, middle and secondary is offered.

This teaching component encompasses the following subject areas: front line defense against bullying and harassment, anger management, peer mediation and involvement, developing social skills and citizenship, respect for life (character education).

The **Barker Central School District** continues to develop on-going strategies for improving communication between students and staff and the reporting of potentially violent incidents by the following:

- Development of a uniform system for reporting incidents of school violence and inappropriate behaviors.
- Yearly district wide “Safe Schools Forum” for the purpose of sharing information, reviewing best practices, provide training from local and state experts on Safe Schools and School Violence.
- Student peer programs for the purpose of communicating the necessity and importance of student involvement.

### **Other**

Within the Elementary School, numerous programs are offered and implemented through curriculum, psychology and counseling staff, and after school activities.

The following small groups have been developed and implemented when necessary by the counselor or school psychologist:

**Friendship Group**  
**Study Skills Group**  
**Social Skills Groups**

Other Programs have included:

**Anti-bullying presentations**  
**Fire Prevention with support from the local fire department**  
**Other programs to encourage acceptance, positive choices and healthy lifestyles**

Programs that are available to students include:

**Various community sports programs throughout the year**  
**Girls Scouts and Boy Scouts are community programs available to students**  
**Summer Recreation Program**

The principal and counselor meets regularly to review student attendance. Communication from school to home is made to improve attendance and tardy rates.

Principals meet with teachers, guidance counselors, law enforcement, parents and students when dealing with certain students at risk.

**Barker Central School District** encourages students to report school violence and any symptoms of potentially violent behavior to counselors, principals, student coordinators, psychologists, and teachers or any other mentor without fear of retaliation. This is



communicated to all students at the beginning of the school year and periodically throughout the school year through assemblies, seminars, and other strategies as defined in this plan.

## **Program Initiatives: Intervention**

Peer Mediation, Conflict Resolution, Group Sessions, Formal School Emergency Plans, Liaisons with law enforcement agencies and judicial system, Counseling Program, Communication Plan, Counseling Support Third Party

## **Program Initiatives: Post-Intervention**

Formal Debriefing Meetings, Liaisons with law enforcement agencies and judicial system, School Crisis Plan, Long-Range Intervention, Formal School Emergency Plans

## **Training and Exercises**

The school understands the importance of training, drills, and exercises in being prepared to deal with an incident. To ensure that school personnel and community responders are aware of their responsibilities under the School ERP, the following training and exercise actions should occur.

### **Training**

All school staff, students, and others deemed appropriate by the school should receive training during the school year to better prepare them for an incident.

- Roles and Responsibilities – Deliver at start of school year
- Incident Command System (ICS) Training – Training should be completed prior to assignment to an ICS role. Online training is available through the FEMA Independent Study Program at [www.training.fema.gov](http://www.training.fema.gov). ICS classes are offered through the NYS Division of Homeland Security and Emergency Services (DHSES) at [www.dhSES.ny.gov](http://www.dhSES.ny.gov) or by contacting your local emergency management agency.
- Annual training
  - Review ERP with staff
  - Conduct full staff briefings on roles to perform during an emergency
  - Ensure all staff have been briefed in the communications and notifications requirements set forth in the ERP
  - Conduct student briefings on roles they perform during an emergency

### **Drills & Exercises**

Training procedures and frequency of lockdown plan drills are discussed at periodic District-Wide and Building Level Emergency Response Team safety meetings.

At a minimum, the school will conduct the following exercises/drills annually:

- Section 807 of the Education Law requires that New York State public and nonpublic schools conduct four lockdown and eight evacuation drills each school year (September 1 - June 30), with at least eight of the required drills being conducted by December 31 of each school year **the remaining four drills shall be conducted by June 30<sup>th</sup> each school year**. Two additional evacuation drills must be conducted during summer school (July 1 - August 30).
- 8 NYCRR Section 155.17 - each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness plan officials, conduct one test of its emergency response procedures under each of its Building Level School Emergency Response Plans, including sheltering, lockdown, or early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time.

Policies and procedures for annual school safety training for students and staff:

- the district must certify (via BEDS in October each year) to the commissioner that all staff received (by September 15 each school year) annual training on the emergency response plan, and that the school safety training include violence prevention and components on mental health;
- new employees hired after the start of the school year shall receive training within 30 days of hire or as part of a district's existing new hire training program, whichever is sooner.

## School Security

The **Barker Central School District** is committed to providing a safe working and learning environment at each of its schools. To help ensure the personal safety of staff and students the following has been adopted.

1. Screening of potential new employees which includes:
  - Providing a resume
  - Providing three references
  - Submit to a criminal history background check that includes fingerprinting (for all new employees hired after July 1, 2001)

## Implementation of School Security

1. Including main entrances, all outside doors will remain locked during the day.
2. Visitors will utilize a call switch and be granted entrance once approval has been given.
2. A sign at each main entrance will direct all visitors to "Report to the Office".
3. All visitors are required to sign in, and if they need access to other areas of the building, they will be issued a "Visitor" ID tag or escorted by an employee.
4. Every exterior door is accessible as an exit.
5. All classroom doors, inside and outside will be locked when unattended.
6. Surveillance cameras will monitor outside perimeter access as well as internal activity.

## Security Personnel – Hall Monitors

The **Barker Central School District** does not employ trained school security officers or hall monitors. A district-wide monitoring policy routinely utilizes existing staff to maintain a presence in hallways during passing times, maintain a presence in school parking lots at the beginning and end of school days, maintain a presence at building entrances at the beginning and end of school days, and maintain a presence at any other strategically advantageous points to observe traffic flow. Interior and exterior cameras to monitor.

## School Resource Information

Each **Building Level School Emergency Response Plan** will include the following information:

1. School population
2. Number of staff
3. Transportation needs
4. Office and home telephone numbers of key officials of each educational agency

The **Building Level Emergency Response Teams** will insure that this information is updated routinely and is accurate.

## Early Detection of Potentially Violent Behaviors

There are early warning signs in most cases of violence to self and others. Certain emotional and behavioral signs that, when viewed in context, can signal a troubled student. The more signs a student exhibits, the more likely he/she may need intervention. Such early warning signs may include but are not limited to the following:

- Social withdrawal
- Excessive feelings of isolation
- Excessive feelings of rejection
- Being the victim of violence
- Feeling of being picked on
- Low school interest and poor academic performance
- Expression of violence in writing and drawings
- Uncontrolled anger
- Patterns of impulsive, chronic hitting and bullying
- History of discipline problems
- History of violent and aggressive behavior
- Intolerance for differences and prejudicial attitudes
- Alcohol and drug usage
- Affiliation with gangs
- Inappropriate access / use of firearms
- Serious threats of violence

The above comes from the United States Department of Education's "Early Warning, Timely Response" document. This information will be available for all staff relating to early identification of potentially violent behaviors.

1. Information may be made available to parents / guardians on how to identify potentially violent behavior.
2. If a teacher or administrator feels help for a student is warranted, it will be discussed with the appropriate school personnel to determine the next step.
3. Interpersonal violence prevention education package will be taught as appropriate.
4. The Superintendent or designee will set specific times for the building principal(s) in conjunction with the **Barker Central School District Professional Development Plan** to organize activities of particular concern.

## **Hazard Identification of Sites of Potential Emergencies**

The **Barker Central School District** has established procedures in the **Building Level School Emergency Response Plan** for the identification of potential internal and/or external hazards that may be present in them. These procedures have been developed in coordination with local emergency management office personnel, fire department, and law enforcement agencies. They are as follows:

### **Areas of Potential Emergencies – On Site:**

**Jr. / Sr. High School  
Pratt Elementary  
District Office  
Playground  
Yorker House  
Grounds Building  
Athletic Field Concession Stand  
Athletic Fields**

### **Areas of Potential Emergencies – Off Site:**

**Heorot Power  
7389 Lake Road  
Barker, NY 14012  
(716) 795-9501**

**Mayer Brothers  
7389 Lake Road  
Barker, NY 14012  
(716) 795-9930**

Areas of Potential Emergencies – On Site: for addresses and telephone numbers see the School Building Information in the **Building Level School Emergency Response Plan**.

Areas of Potential Emergencies – Off Site: emergencies will be handled by the County Emergency Management procedures.

For detailed **Situational Responses – Threat and Hazard Specific Annexes** refer to Criminal Offenses, Natural Hazards, Technological Hazards, Explosion and Fire, Systems Failure, Medical Emergencies, and School Building sections in the **Building Level School Emergency Response Plan**.

## RESPONSE

### Notification and Activation of Internal and External Communications

Upon being notified of an emergency, the Building Principal or Designee will contact law or emergency personnel in accordance with stated response protocol and request the closest response agency to ensure that the response to the incident is as rapid as possible.

In an event of an emergency, the Building Principal or Designee will notify all building occupants to take the appropriate protective action. Follow established procedures as listed in **Building Level School Emergency Response Plan**.

The following systems may be utilized as forms of communications:

Telephone	District Radio Systems
Intercom	Emergency Alert System
Fax / E-mail	NOAA Weather Radio
Local Media	

### Notification of Educational Agencies

In the event of an emergency or disaster within the **Barker Central School District**, the Superintendent or Designee will:

1. Contact Orleans/Niagara BOCES District Superintendent:

Orleans/Niagara BOCES  
4232 Shelby Basin Road  
Medina, New York 14103  
Phone: 716-731-6800, ext. 2202

2. Contact and act as the communications liaison for the public/non-public Educational Agencies associated with **Barker Central School District**.

**The Building Level School Emergency Response Plan** also details the appropriate responses for the following:

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

## Functional Annexes

The information in this section was developed utilizing the Federal Emergency Management Administration's Guide for Developing High Quality School Emergency Operations Plans.

The Functional Annexes within this section, should provide schools with a comprehensive set of guides for responding to and functioning during an emergency. The **Building Level Emergency Response Team** should assess and develop annexes to meet the unique needs of each school building.

Functional Annexes provide standard language and procedures, and are intended to be transferable to schools statewide and modifications are not recommended.

- Shelter-In-Place
- Hold-In-Place
- Evacuation (required per 8 NYCRR Section 155.17)
- Lock-out
- Lock-down

These annexes contain elements required by 8 NYCRR Section 155.17. Completion of these annexes utilizing the recommended actions will help the school comply with State law.

- Crime Scene Management
- Communications
- Medical Emergency and Mental Health

The **Building Level Emergency Response Team** also recommends that schools complete the following annexes utilizing the recommended actions.

- Accounting for All Persons
- Reunification
- Continuity of Operations
- Recovery
- Security

## **Situational Responses - Threat and Hazard Specific Annexes**

The district's multi-hazard response plans for taking actions in the following emergencies are included in the **Building Level School Emergency Response Plan**. They are as follows:

### **Criminal Offenses**

- Bomb Threat
- Telephone / Verbal / Social Media Threats
- Suspicious Packages
- Bomb Threat Response Form
- Civil Disturbance / Prison Break
- Hostage Taking / Kidnapping
- Intrusion
- Suspected Student / Staff / Visitor with a Weapon
- Active Shooter
- Suicide Threat
- Missing Students

### **Natural Hazards**

- Severe Thunderstorm / Tornado
- Winter Storm / Ice Storm
- Hurricane / Tropical Storm
- Flood
- Reservoir / Canal / Dam Failure
- Earthquake

### **Technological Hazards**

- Anthrax / Biological Threat On-Site
- Air Pollution
- Aircraft Crash
- Gas Leak
- Hazardous Material Incident – On Site
- Hazardous Material incident – Off Site
- Radiological Incident
- Water Emergency

### **Explosion and Fire**

- Explosion / Fire Emergency

### **Systems Failure**

- Building Structure Failure
- Cyber Failure / Computer Loss
- Electrical System Failure
- Heating System Failure
- Sewage System Failure
- Transportation Fleet Loss
- School Bus Accident
- Fire Alarm or Phone System Failure

### **Medical Emergencies**

- Communicable Diseases
- Epidemic / Pandemic



## **Acts of Violence**

The **Barker Central School District** recognizes that appropriate response to acts of violence by students, teachers, other school personnel and visitors varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The **Building Level School Emergency Response Plan** and Code of Conduct details the appropriate response to such emergencies utilizing the following procedure:

- The threat level will be determined
- If the situation warrants, the immediate area will be isolated and evacuated if deemed necessary
- Administration will be notified
- If necessary, lockdown procedures will be initiated and appropriate law enforcement officials will be notified
- The situation will be monitored and the appropriate response will be adjusted accordingly. If necessary, early dismissal, sheltering or evacuation procedures may be initiated.

## **Responses to Acts of Violence / Implied or Direct Threats**

The school district has adopted policies and procedures dealing with acts of violence and responses to acts of violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the acts of violence. The normal procedures to respond to implied or direct threats of violence will be:

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

## **Arrangements for Obtaining Emergency Assistance from Local Government**

During emergencies, local government agencies, including emergency services, can be obtained by contacting the county Emergency Management Coordinator. The Incident Commander will authorize the request for assistance from these agencies.

<b>Niagara County:</b>	<b>911 or 716-438-3171</b>
<b>Barker Police Department:</b>	<b>911 or 716-795-3777</b>

## Procedures for Obtaining Advice and Assistance from Local Government Officials

If the nature of the emergency necessitates advice and/or assistance from local governmental officials, the Incident Commander will notify the county Emergency Management Coordinator at:

<b>Niagara County:</b>	<b>911 or 716-438-3171</b>
<b>Barker Police Department:</b>	<b>911 or 716-795-3777</b>

and/or the highest ranking local governmental official for obtaining the advice and assistance. The district resources, which may be available during an emergency, include the following but not limited to:

Red Cross	NYS Dept. of Environ. Conservation
Fire Department	NYS Dept. of Transportation
Police	NYS Dept. of Health
Private Industry	Village / Town Officials
Private Individuals	State Emergency Mgmt Office (SEMO)
Religious Organizations	Other

Specific resources are identified in the **Building Level School Emergency Response Plan**.

## District Resources Available for Use in an Emergency

The district has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the **Building Level School Emergency Response Plan** as deemed appropriate by the Incident Commander. Specific resources are identified in the **Building Level School Emergency Response Plan**.

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

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

# RECOVERY

## District Support for Buildings

After a critical incident has occurred, the District is committed to a thorough and comprehensive recovery for students, staff, and families. To achieve this goal, the Post Incident Response Team should consider the following steps:

- Step 1: Consult with administrators and others to:
  - Determine advisability of team involvement
  - Determine nature of team involvement
  - If team is needed, acquire release from currently assigned responsibility
  - Inform Superintendent of nature of incident
- Step 2: Acquire facts and circumstances as to the nature of the trauma/loss
- Step 3: Determine those groups and/or individuals most affected by the trauma/loss (target population)
- Step 4: Assist building administrator in the following:
  - Arrange for staff meeting
  - Formulate staff meeting agenda
  - Dissemination of information to staff, parents, students, media, etc. (e.g., letters, etc.)
  - Determine logistical needs (e.g., work space, crisis center, counseling rooms, class schedules, etc.)
- Step 5: Assignment of team members and other staff to individual tasks
- Step 6: Provide Post Incident Response Team Services
  - Conduct faculty meeting with all building staff
  - Provide educational information to teachers to be used in class
  - Conduct classroom meetings with team member and teacher in seriously affected classes
  - Assess needs and arrange for follow-up meetings with individuals and small groups
  - End of day staff meeting to update staff and administrator and plan for next day
  - Crisis Team “debriefing” at the end of day
  - Provide substitutes and aides as back-up staff for teachers
  - Offer a separate room for parent contact, if necessary
  - Crisis workers in offices to aid office staff to deal with parents’ telephone calls and questions

Remind staff about “Teachable Moments”

- Death and grief education
- Personal safety
- Sorting rumor from fact
- Anatomy of the injury (e.g., what type, extent, what it means)

Step 7: Assist in creating a committee that can coordinate and plan for memorial contributions, expressions of sympathy, scholarship funds, etc., should be composed of staff students, and parents

Step 8: Follow-up plans for ending Post Incident Response Team involvement

- Staff meeting
- Alert staff to individual staff questions and needs
- Respond to individual staff questions and needs
- Provide feedback to teachers regarding individual student needs referral of literature
- Refer students and others to appropriate building personnel or other helping resources in the community
- Arrange for meeting with Post Incident Response Team to determine effectiveness of the Post Incident Response Plan in addressing the needs in this particular incident

## **Medical and Mental Health Emergency Annex**

### **Purpose**

This annex describes the courses of action that the school will implement to address emergency medical (e.g. first aid) and mental health counseling issues. Schools should coordinate these efforts with appropriate emergency medical services, law enforcement, fire department and emergency management representatives. 8 NYCRR Section 155.17 (e)(2)(vi) requires the coordination of the ERP with the statewide plan for disaster mental health services. The details of how this coordination is accomplished should be documented within this annex. Schools should consider contacting their county Director of Mental Health and Community Services for information on services available for addressing mental health issues in an emergency.

## CHAIN OF COMMAND

The **Superintendent of Barker Central School District** will be responsible for designation of response actions necessary to cope with an emergency.

**Superintendent of Schools / Chief Emergency Officer  
Public Information Officer**

Dr. Jacob L. Rejmer                      Office:                      716-795-3832

In the event the Superintendent is not available, the response action designation responsibility shall be delegated as follows:

## Business Administrator

**Business Administrator:**

Mr. Michael Carter                      Office:                      716-795-3113

**District Principal**  
**Public Information Officer, Alternate**

Mrs. Micaela Love                      Elementary Office:        716-795-3237, Ext. 4406  
Jr. / Sr. High Office:     716-795-3201, Ext. 5110

**Coordinator of Curriculum and Professional Learning / Assistant Principal**

Mr. Christian Cornwell                      Office:                      716-795-3388

**Director of Instructional Services**

Ms. Shelly Kordish                      Office:                      716-795-3350

## Athletic Director

Mr. Rob Mucha                      Office:                      716-795-3201, Ext. 5242

## Director of Technology and Assessment

Mr. James Luckman Office: 716-795-9263

# **BUILDING ADMINISTRATION AND HEALTH SERVICE REPRESENTATIVE**

**Business Administrator**

Mr. Michael Carter

Office: 716-795-3113

**District Principal****Public Information Officer, Alternate**

Mrs. Micaela Love

Elementary Office: 716-795-3237, Ext. 4406

Jr. / Sr. High Office: 716-795-3201, Ext. 5110

**Coordinator of Curriculum and Professional Learning / Assistant Principal**

Mr. Christian Cornwell

Office: 716-795-3388

**Director of Instructional Services**

Ms. Shelly Kordish

Office: 716-795-3350

**Director of Transportation**

Ms. Lynn Walker

Office: 716-795-3816

**Athletic Director**

Mr. Rob Mucha

Office: 716-795-3201, Ext. 5242

**Director of Food Service**

Mrs. Julie Fuerch

Office: 716-795-3347

**Health Service Representative**

Ms. Sarah McKee

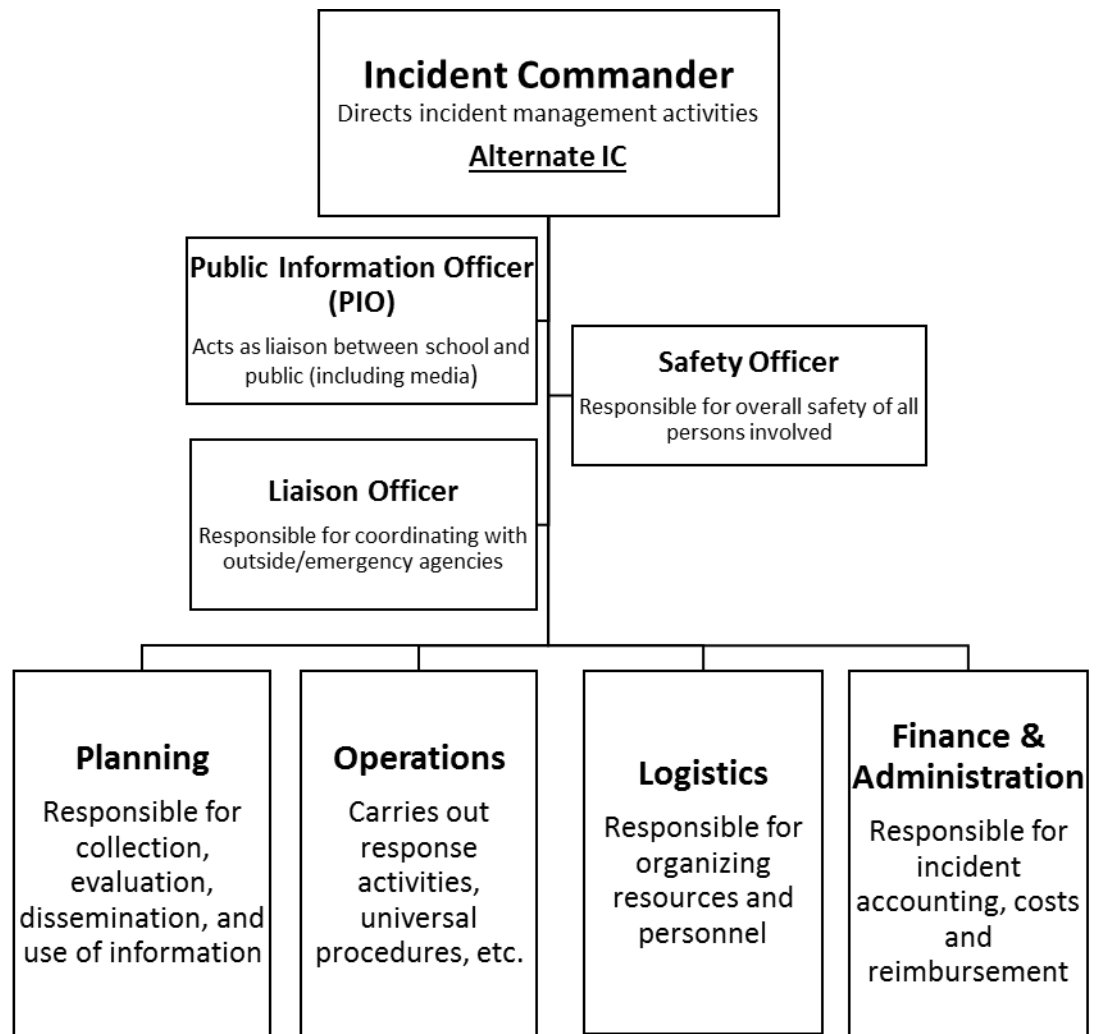
Office: 716-795-9322

## Direction, Control, and Coordination

### School Incident Command System

To provide for effective direction, control and coordination of an incident, the **Building Level School Emergency Response Plan** will be activated through the implementation of the Incident Command System (ICS).

Staff are assigned to serve within the ICS structure based on their expertise, training and the needs of the incident. Roles should be pre-assigned based on training and qualifications. The School ICS is organized as follows:



## **Supplemental Information as found in the Building Level School Emergency Response Plan**

### **Implied or Direct Threats of Violence**

The school district has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence.

### **Acts of Violence**

The district recognizes that appropriate response to acts of violence by students, teachers, other school personnel and visitors varies greatly depending upon the actual threat or act as well as the magnitude of such emergency.

### **Media Notification Plan**

The media plan addresses who is designated to meet/talk with the media. All district/media communication during an emergency must flow through the designated individual to prevent miscommunication or inaccurate information from being released. The plan provides the necessary guidance for district representatives to effectively deal with the media during an emergency.

### **Parent / Guardian Notification Plan**

Addresses the need for a separate plan to notify parent/guardian in the event of an emergency. The plan provides the necessary guidance for district representatives to effectively deal with parent/guardian during an emergency.

### **Post Incident Response / Recovery**

Provides guidance to district representatives for initiating a post incident response to an emergency or tragic event. Specific guidance is given to establishing crisis intervention teams and Critical Incident Stress De-briefing teams and how to utilize them.

### **Crime Scene Management**

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



**Student / Staff / Guest with Special Needs**

- This appendix is a school specific procedure for students with special needs during an emergency situation.

**School Safety and the Educational Climate - SSEC**

- All violent and disruptive incidents must be logged throughout the school year. A summary of all violent and disruptive incidents are to be submitted annually to NYSED.

# **APPENDIXES**

**Memorandum of Understanding Regarding the School Resource Officer**

**Public Health Emergency Continuation of Operations Plan**

**Emergency Remote Instruction Plan**

**AGREEMENT  
FOR SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT**, by and between the **TOWN OF SOMERSET**, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 8700 Haight Road, Barker, New York 14012 (hereinafter referred to as the “Town”), and **BARKER CENTRAL SCHOOL DISTRICT**, an educational corporation organized and existing under the laws of the State of New York, having its principal offices at 1628 Quaker Road, Barker, New York 14012 (hereinafter referred to as the “District”).

**WITNESSETH:**

**WHEREAS**, the District desires to obtain the services of a full-time school resource officer in an attempt to enhance safety and security and to deter criminal behavior through positive interactions with students during school hours; and

**WHEREAS**, the Town, through its Police Department, is willing, able and qualified to perform such services for the District; and

**WHEREAS**, the Town, through its Police Department, desires to provide law enforcement and related services to the District at its school buildings; and

**WHEREAS**, the District and the Town recognize the benefits of the School Resource Officer Program to the District, Town and the citizens of the District; and

**WHEREAS**, in view of the foregoing, the parties deem it in the best interests of the District, the Town, and the citizens of the District to establish this program, and to enter into a cooperative Intermunicipal Agreement (the “Agreement”) pursuant to Article 5-G of the General Municipal Law; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the District and the Town hereby agree as follows:

1. **Scope of Services.**
  - a) The School Resource Officer Program is designed to provide law enforcement, education and counseling to District students, and is an attempt to deter criminal behavior through positive interactions with students during school hours.
  - b) The security and law enforcement services provided by the SRO to the District pursuant to this Agreement shall be at the discretion of the District Superintendent, in consultation with the Town Supervisor, as appropriate, and shall generally be as follows:
    - i. Serving to improve relationships and act as a liaison between students, law enforcement, and the community.
    - ii. Serving as an educator, law enforcer, counselor and role model.
    - iii. Protecting the District’s schools’ safe environment and to maintain an atmosphere where students, teachers and staff feel safe that is conducive to learning, instruction and educational services.
    - iv. Working in concert with District and school building administration, and attend to meetings on a regular and/or requested basis.

- v. Attending sporting events and extra-curricular activities when requested by the District's Superintendent or his/her designee.
  - vi. When requested, assisting in the investigation of suspected criminal activity occurring on District property and/or related to the District. This assistance shall be provided in consultation with District/school administrators, in accordance with New York State Law and District policy.
  - vii. As an educator and consultant, working with classroom teachers and other District personnel, the SRO may present information and answer questions on a variety of topics, such as the law, drugs, safety, crime prevention, violence prevention, concepts of safety, traffic laws, general law, and crime prevention techniques. The goal of the presentations is to increase the awareness and understanding of laws and personal safety for students, staff, and the community.
  - viii. Assisting in maintaining order and enforcing school policies on school property.
  - ix. Referring students and/or their families to the appropriate resources and/or agencies for assistance when need is determined.
  - x. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate, consistent with a police officer's duty.
  - xi. Performing such other security and/or law enforcement services as may be reasonably assigned by the District Superintendent, in consultation with the Town/Chief of Police, as appropriate.
- c) During the term of this Agreement, the SRO agreed upon by the Town and District (pursuant to Paragraph 2, below) shall be assigned, and provide services, to the District on a full-time basis for 182 days (days of student attendance or as otherwise mutually agreed to by the District and the Town). During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by their assignment.
  - d) During the District's summer recess, the SRO will be assigned to Town duties. The SRO will attempt to schedule any time off (vacation, personal leave, etc.) when the District is not in session, but may schedule personal leave while school is in session with the approval of the Superintendent and the Chief of Police. In addition to any applicable Town procedures for leave requests, the SRO will also notify the Superintendent of necessary absence while students are in session.
  - e) The SRO's activities will typically be located at the District's buildings and property with certain exceptions such as: follow-up home visits when needed as a result of school-related student problems, District related off-campus activities when officer participation is requested by District administration; response to off-campus, but school-related, criminal activity; response to emergency law enforcement activities or court appearances. The Town will provide a vehicle for the SRO to use for SRO-related business.
  - f) It is agreed by the parties that the SRO will be on campus 7:30 a.m. until 3:30 p.m., but such hours may be slightly altered from time to time based upon the school calendar and District's needs, as reasonably determined by the District's Superintendent. This shall include the SRO working for certain extracurricular events on District property, as requested by the Superintendent, when it is determined that a police presence is

necessary. If such request(s) by the Superintendent results in the SRO working more than eight (8) hours in a day or forty (40) hours in a week for the District, the District shall verify to the Town of such hours and the District shall be billed by the Town for the SRO's overtime hours as set forth and pursuant to Paragraph 6, below.

- g) The SRO may be off-campus for in-service and other training required. The Town shall be responsible for the expense of all Town required training. The District shall be responsible for all expenses associated with any District required training.
- h) On any day when the regularly assigned SRO is not able to be present at the District, for any reason, the Town agrees to increase its police presence to the District's schools; however, it is agreed by and between the Parties that this provision shall be waived for up to two (2) school days in the case of an emergency, in-service training, court appearances or as reasonably determined by the Chief of Police.
- i) The SRO will review and abide by applicable District Board of Education policies and regulations and/or as directed by the District Superintendent and/or his designee at all times while on and/or using District property and/or while performing duties pursuant to this Agreement (including but not limited to confidentiality of student records pursuant to the federal Family rights and Privacy Act ("FERPA"), provided that such policies and/or regulations do not materially interfere with the SRO's duties as a police officer and/or with the Town of Somerset Police Department's Rules and Regulations.

2. **Appointment of SRO.**

- a) The Town shall employ a properly trained and certified Police Officer or Police Officers to serve in the capacity as the School Resource Officer (hereinafter "SRO") to the District during the academic year. The process for the hiring and assignment of the SRO(s) shall be:
  - i. The Town Supervisor and District Superintendent, or their respective designees, shall confer to discuss the pool of SRO applicants who volunteered for the position.
  - ii. SRO applicants must be certified police officers, with a minimum of five (5) years' of law enforcement service or experience, unless otherwise agreed to by the Superintendent and the Town Supervisor. Among additional criteria for consideration are job knowledge, experience, training, education, appearance, attitude, and communication skills and demeanor.
  - iii. Following selection of the qualified candidate by the Town (but before the qualified candidate is informed and/or assigned to the SRO position), the District shall have the opportunity to interview that candidate. In the event that the District feels that the candidate is not acceptable to fill the role of SRO, the District shall contact the Town Supervisor to state the reasons upon which the District relies. If, after discussion with the Town Supervisor, the District still feels that the candidate is not acceptable, the candidate shall be removed from consideration and the parties will decide whether or not to seek a new candidate pursuant to the terms described herein or to void the Agreement in full.

- b) By June 15 of each year that this Agreement remains in effect, the District shall provide an evaluation to the Town which shall contain feedback/assessment on the performance of the SRO throughout the school year. Such evaluation shall be separate and distinct from any applicable contractual evaluation procedure and shall be advisory only with respect to that process.
  - c) The District shall have the right to request that the Town Supervisor permanently replace any individual SRO assigned to the District. The District and Town Supervisor shall then meet to discuss the request (and related concerns/issues with the SRO) and upon agreement between the Superintendent and Town Supervisor, the Town Supervisor will reassign the SRO from the SRO program in accordance with the Town Police Department's Rules, Regulations, and/or General Orders. In such event, the Chief of Police and District agree to start anew the application and selection process set forth above in Paragraph 2(a).
  - d) In the event of a resignation, or reassignment of the SRO, or in the case of the SRO's planned or unplanned long-term absences, of more than fifteen (15) school days, the Town Supervisor and District's Superintendent, or their respective designees, shall convene and recommend a regular replacement for the previously assigned SRO, as soon as practicable. Notwithstanding the replacement requirement, if the District does not have a regular, assigned SRO to its buildings for more than fifteen (15) days, the District's payment to the Town for the SRO shall be prorated at the rate of 1/182<sup>nd</sup> for each day beyond fifteen (15) days when the District does not have a regularly assigned SRO to the District's buildings.
3. **SRO Materials and Facilities.**
- a) The District will provide the SRO with access to an office and such equipment as is necessary. This equipment shall include a telephone, filing space capable of being secured, a desk with drawers, a chair, and access to a computer and/or secretarial assistance. All equipment and documents shall remain the property of the District and returned to the District upon request and/or expiration/termination of this Agreement.
  - b) All other needed items, including a Town police vehicle and related operational, maintenance, fuel and repairs costs shall be the responsibility of the Town or the SRO and not the District.
4. **Employment Status.**
- a) The SRO assigned to the District shall be an employee of the Town for all purposes, including, but not limited to wage and hour, workers' compensation, and disability insurance purposes. The Workers' Compensation Law shall apply in the case of any injury to the SRO, and the Town shall pay all premiums and/or expenses related to such insurance. The SRO shall not be deemed an employee of the District and the District shall pay no monetary consideration of any kind directly to the SRO in connection with the services provided to the District.
  - b) Neither the District nor its employees or agents shall be deemed or considered independent contractors of the Town due to and/or as a result of this Agreement. The District shall not be required to notify the Town of job openings and shall be responsible for sharing with the Town upon request only documents related to the SRO services provided pursuant to this Agreement or otherwise subject to the Freedom of Information Law.

5. **Term of Agreement.** This Term of this Agreement shall be from the date of execution until June 30, 2023. The Parties agree that by no later than July 1, 2023, they will discuss whether they mutually desire to extend this Agreement into the 2023-2024 school year.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon thirty (30) calendar days advance written notice sent by registered or certified mail to the Town Supervisor or District's Superintendent, as appropriate. This notice shall be sent to the respective parties at the addresses first above set forth or at such other address as specified in writing by the party. Except as set forth below in Section 3, upon termination of this Agreement, the District shall have no further responsibility to the Town or to any other person with respect to any portion of a payment specified in this Agreement, as a result of services provided or otherwise. Upon termination of this Agreement, the Town shall have no further responsibility to the District or to any other person with respect to providing services pursuant to and/or specified in this Agreement.

6. **Payment.** The District agrees to pay the Town for the SRO's services pursuant to this Agreement in the total amount of Forty Two Thousand Eighty Three Dollars (\$42,083) per school year, which shall be pro-rated for any partial school year.

Payment by the District shall be made in monthly installments during the academic year upon the submission by the Town of properly executed invoices for services already rendered, supported with such information and documentation necessary to substantiate the bills. For the 2022-2023 academic year, the Town will invoice the District Four Thousand Two Hundred Eight Dollars and Thirty Cents (\$4,208.30) on or about September 1, 2022, October 1, 2022, November 1, 2022, December 1, 2022, January 1, 2023, February 1, 2023, March 1, 2023, April 1, 2023, May 1, 2023 and June 1, 2023, and the District agrees to pay such invoices. The District will pay such invoices within fifteen (15) work days of the date the invoice was received by the District.

It is understood and agreed that the District shall be responsible for any overtime pay earned by the SRO when the District has required the SRO to work beyond eight (8) hours a day or forty (40) hours a week. The Town, upon receipt of verification from the District that overtime pay is due to the SRO, shall remit payment to the SRO and invoice the District for such overtime payment in its next scheduled invoice. The District shall reimburse the Town for the overtime payment in its next regularly scheduled payment to the Town upon the District's receipt of the demand for overtime reimbursement. The SRO shall be compensated overtime pay at a rate of one and one half (1½) of his/her regular hourly rate.

7. **Insurance.** Prior to commencing services under this Agreement, the Town will secure and maintain, at Town's own expense, all insurance coverages indicated herein from one or more insurance companies which are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's ("ELANY") official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Town's insurance shall include the coverages set forth in **Exhibit A**, and shall be written with limits no less than specified therein.

The Town must provide **and attach to this Agreement**, prior to commencing services, Certificates of Insurance acceptable to the District, together with copies of all endorsements evidencing Additional Insured coverage and the requirement of advance notice to the District, as the Certificate Holder, of modification, expiration, non-renewal, or cancellation of policies. The Town must also provide to the District, on a timely basis, copies of any subsequently issued endorsements that amend any coverages, limits, or notice requirements, and any amended or updated Certificates of Insurance.

8. **Reservation of Rights.** This Agreement shall not be construed to modify or in any way interfere with the District's right(s) and/or responsibility to determine appropriate staffing levels and safety protocols, in accordance with the Education Law and/or other applicable laws, rules, and/or regulations.

9. **Indemnification.** The Town and the District each agrees to indemnify and hold harmless the other parties to this Agreement, its agents and employees, against any and all claims, damages, losses, and/or expenses, including but not limited to attorney's fees, arising out of and/or resulting from the act(s), omission(s), and/or negligence of its/their employee(s) or agent(s). The Town shall be liable for the negligence of the SRO occurring in the performance of his/her duties in the same manner and to the same extent as if the negligence occurred in the exclusive performance of duties for the Town. Nothing in this Agreement shall be construed to create a "special relationship" for purposes of modifying the general duty of the Town to provide law enforcement protection.

10. **Confidentiality.** Information relating to the services provided pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations, including but not limited to, the Family Education Rights and Privacy Act ("FERPA") concerning student records and information. This provision shall survive termination of this Agreement.

11. **Legal Compliance.** In performing under the terms of this Agreement, the Town and the District and each of their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.

12. **Notices.** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

<b><i>Barker Central School District</i></b>	<b><i>Town of Somerset</i></b>	<b><i>Town of Somerset Police Department</i></b>
Jacob Reimer, Superintendent	Jeffrey M. Dewart, Supervisor	Jon D. Miller, Chief of Police
1628 Quaker Road	8700 Haight Road	8700 Haight Road
Barker, New York 14012	P.O. Box 368	P.O. Box 368
	Barker, New York 14012	Barker, New York 14012

13. **Good Faith.** The District, the Town, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion and/or negotiation between the parties.

14. **Non-Assignment.** Neither the District nor the Town shall assign, transfer, sublet or otherwise dispose of this Agreement, or of its right, title or interest in this Agreement, or its power to execute the same, to any other person or corporation.

15. **Severability.** In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

16. **Contract Interest.** No officer or employee of the Town, who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, for the Town, who is authorized in such capacity and on behalf of the Town to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.



17. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and any disputes hereunder shall be heard by a court of competent jurisdiction in Erie County, New York.

18. **Entire Agreement and Board Approval.** This Agreement constitutes the entire agreement between the parties and is subject to the approval of the respective boards of the Town and District. This Agreement supersedes any and all prior agreements between the parties related to SRO services and shall not be modified unless any modification is hereafter made in writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below.

TOWN OF SOMERSET

BARKER CENTRAL SCHOOL DISTRICT

By: Jeffrey M. Dewart  
Jeffrey M. Dewart, Supervisor

By: Jacob Reimer  
Jacob Reimer, Superintendent

STATE OF NEW YORK )  
COUNTY OF NIAGARA )

On this 14<sup>th</sup> day of July 2022, before me, the undersigned, a notary public in and for said State, personally appeared **Jeffrey M. Dewart**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STEPHANIE GSTOLOSKI  
NOTARY PUBLIC-STATE OF NEW YORK  
NO. 01ST6337096  
QUALIFIED IN NIAGARA COUNTY

STATE OF NEW YORK )  
COUNTY OF NIAGARA )

MY COMMISSION EXPIRES 2, 11, 2024  
Notary Public

On this 15 day of June 2022, before me, the undersigned, a notary public in and for said State, personally appeared **Jacob Reimer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARY H. EADIE  
Notary Public, State of New York  
Registration No. 01EA6394757  
Qualified in Niagara County  
Commission Expires on July 15, 2023

Mary H. Eadie  
Notary Public

**BARKER CENTRAL SCHOOL DISTRICT**  
**DISTRICT CLERK'S CERTIFICATION**

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Barker Central School District at a public meeting duly held on \_\_\_\_\_, 2022, and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
Mary H. Eadie, District Clerk

**TOWN OF SOMERSET**  
**BOARD CLERK'S CERTIFICATION**

This is to certify that this Agreement was approved and the execution hereof on behalf of the Town of Somerset was authorized by vote of the Town Board at a meeting duly held on \_\_\_\_\_, 2022, and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
\_\_\_\_\_, Board Clerk

## **EXHIBIT A**

### **COMMERCIAL GENERAL LIABILITY**

**Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations and contractual liability**. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Town:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

### **AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury and Property Damage, coverage for the Town as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract.

Combined Single Limit      \$1,000,000

### **LAW ENFORCEMENT LIABILITY**

Coverage for any act, alleged act, error, omission, neglect or breach of duty while conducting law enforcement duties for bodily injury, property damage and personal injury.

Combined Single Limit      \$1,000,000 per occurrence  
\$2,000,000 aggregate

### **SEXUAL ABUSE OR MOLESTATION LIABILITY**

Each Occurrence      \$1,000,000  
Annual Aggregate      \$2,000,000

### **DATA BREACH LIABILITY**

Each Occurrence      \$ 250,000

**EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the VENDOR:

Each Occurrence      \$10,000,000  
Aggregate      \$10,000,000

**ADDITIONAL INSURED:** Coverage in Commercial General Liability, Automobile Liability, Law Enforcement Liability, Sexual Abuse or Molestation Liability, Data Breach Liability and in the Excess/Umbrella Liability policies or coverage sections shall also be written or endorsed as follows and such coverage must be endorsed so as to apply to the **additional insured on a primary and non-contributory basis** with the following language, unaltered:

*"Barker Central School District and its employees, administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured."*

The Certificate of Insurance must clearly state how coverage is effected in the Commercial General Liability, Automobile Liability, Law Enforcement Liability, Sexual Abuse or Molestation Liability, Data Breach Liability and in the Excess/Umbrella Liability policies. **Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the School District with the Certificate of Insurance and attached to this Agreement.**

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** including coverage required by the laws of New York State. **Must include Waiver of Subrogation in favor of the School District.**

## ATTACHMENTS

(The Town must provide, prior to commencing services, Certificates of Insurance acceptable to the District, together with copies of all endorsements evidencing Additional Insured coverage and the requirement of advance notice to the District, as the Certificate Holder, of modification, expiration, non-renewal, or cancellation of policies. The Town must also provide to the District, on a timely basis, copies of any subsequently issued endorsements that amend any coverages, limits, or notice requirements, and any amended or updated Certificates of Insurance.)

# **Barker Central School District**

## **Public Health Emergency Continuation of Operations Plan**

**Reviewed June 2023**

**Revised June 2022**

**Date of Approved Plan March 8, 2021**

**This plan has been developed in accordance with NYS legislation S8617B/A10832.**

**Superintendent's Statement,**

**that the Board of Education, upon recommendation of the Superintendent of Schools, approve the 2022 Pandemic Plan – Public Employer Health Emergency Plan for Barker Central School District.**

# TABLE OF CONTENTS

<b>Promulgation . . . . .</b>	<b>1</b>
<b>Record of Changes . . . . .</b>	<b>2</b>
<b>Purpose, Scope, Situation Overview, and Assumptions . . . .</b>	<b>3</b>
<b>Purpose . . . . .</b>	<b>3</b>
<b>Scope . . . . .</b>	<b>3</b>
<b>Situation Overview . . . . .</b>	<b>3</b>
<b>Planning Assumptions . . . . .</b>	<b>4</b>
<b>Concept of Operations . . . . .</b>	<b>4</b>
<b>Mission Essential Functions . . . . .</b>	<b>5</b>
<b>Essential Positions . . . . .</b>	<b>7</b>
<b>Reducing Risk Through Remote Work and Staggered Shifts . .</b>	<b>9</b>
<b>Remote Work Protocols . . . . .</b>	<b>9</b>
<b>Staggered Shifts . . . . .</b>	<b>10</b>
<b>Personal Protective Equipment . . . . .</b>	<b>11</b>
<b>Staff Exposures, Cleaning, and Disinfection . . . . .</b>	<b>12</b>
<b>Staff Exposures . . . . .</b>	<b>12</b>
<b>Cleaning and Disinfecting . . . . .</b>	<b>14</b>
<b>Employee and Contractor Leave . . . . .</b>	<b>14</b>
<b>Documentation of Work Hours and Locations . . . . .</b>	<b>15</b>
<b>Housing for Essential Employees . . . . .</b>	<b>15</b>

## **Promulgation**

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraph m of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.

This plan has been developed with the input of the Barker Teachers Union, the Barker Central School Cafeteria Staff Association, the Barker Central School Central Services Association, and the Barker Central School Support Staff, as required by the amended New York State Labor Law.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.



## Record of Changes

Date of Change	Description of Changes	Implemented By
3/8/2021	Plan Adoption	Board of Education

# Purpose, Scope, Situation Overview, and Assumptions

## Purpose

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraph m of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. These laws were amended by the passing of legislation S8617B/A10832 signed by the Governor of New York State on September 7, 2020, requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

## Scope

This plan was developed exclusively for and is applicable to the **Barker Central School District**. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees and contractors, and the continuity of our operations that we have promulgated this plan.

## Situation Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use [CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe](#). The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
  - After using the restroom
  - After returning from a public outing
  - After touching/disposing of garbage
  - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately
- Clean and disinfect workstations as required
- Other guidance which may be published by the CDC, the State Department of Health, or County health officials

## Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance
- The circumstances of a public health emergency may directly impact our own operations
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety
- The public and our constituency expects us to maintain a level of mission essential operations
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor
- Per S8617B/A10832, 'essential employee' is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/A10832, 'non-essential employee' is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job

## Concept of Operations

The Superintendent of the **Barker Central School District**, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the **Barker Central School District** Superintendent or his/her designee.

Upon the determination of implementing this plan, all employees and contractors of the **Barker Central School District** shall be notified by email and through the District website, with details provided as possible and necessary, with additional information and updates provided on a regular basis. All employees and the public will be notified of pertinent operational changes by way of posting to the District website and/or email notification. Other interested parties, such as vendors, will be notified by phone, District website, and/or email as necessary. The

Superintendent or his/her designee will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The Superintendent of the **Barker Central School District**, their designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes as necessary.

Upon resolution of the public health emergency, the Superintendent of the **Barker Central School District**, their designee, or their successor will direct the resumption of normal operations or operations with modifications as necessary.

## Mission Essential Functions

When confronting events that disrupt normal operations, the **Barker Central School District** is committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the core values of the **Barker Central School District**

The **Barker Central School District** has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

Essential functions are prioritized according to:

- The time criticality of each essential function
- Interdependency of a one function to others
- The recovery sequence of essential functions and their vital processes

Priority 1 identifies the most essential of functions, with priority 4 identifying functions that are essential, but least among them.

The mission essential functions for the **Barker Central School District** have been identified as:

<b>Essential Function</b>	<b>Description</b>	<b>Priority</b>
<b>Information Technology/Network Resources</b>	Ensures all technology needs are maintained in good working order so that instruction may continue to be provided regardless of the modality of instruction.	<b>1</b>
<b>Communication Resources</b>	Ensures all communication resources will be maintained and available to broadcast any and all pertinent information related to providing instruction and services to the community.	<b>1</b>
<b>Building Services and Maintenance</b>	Ensures the facilities are in safe, working order so that all functions of the district can be continued, as needed.	<b>1</b>
<b>Food Services</b>	Ensure all students who require nutrition to be fed as per situation specific guidelines related to a communicable disease event.	<b>1</b>
<b>Instructional Services</b>	Ensures all students are provided with instruction that meets their required needs including special education and other legally required programming.	<b>1</b>
<b>Health Services</b>	Ensures all students are able to have access to a safe and healthy learning environment.	<b>1</b>

## Essential Positions

Each essential function identified above requires certain positions on-site to effectively operate. The table below identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

Essential Function	Essential Positions/Titles	Justification for Each
Information Technology/Network Resources	Director of Technology MTTS Staff	The Director of Technology and MTTS Staff <i>may</i> be required to work on site if there are issues related to the network and/or devices that cannot be corrected via telework. Much of the work can be done remotely but in some cases, identified staff may be required to come to the premises if devices need repair or to set up and manage various district owned hardware.
Communication Resources	Business Official Director of Technology Tech Teacher Assistant	These individuals <i>may</i> be required to work on site if there are issues related to the hardware associated with supporting the phone systems and/or District website. The actual need for on-site assistance would likely be only in an emergency due to a significant hardware failure.
Building Services and Maintenance	Superintendent of Schools Repairperson Grounds keeper Head Cleaner Cleaners	The only individual of this list required to work in the office daily is the Superintendent of Schools. Acting as the Director of Facilities, an individual must be on premises each day to ensure the safety and security of the building. Repairpersons, Grounds Keepers, the Head Cleaner, and cleaners in general, <i>may</i> be required to work on premises for various reasons. If an emergency occurs during the spring through the summer, the grounds keeper may be required to continue working on campus to maintain the grounds, including but not limited to cutting grass, controlling weeds and pests, and ensuring the integrity of the building and related areas are maintained. The building

		repairperson would be required to work on premises in the event that there is damage to District buildings that could result in the loss of use or loss of services.
Food Services	Director of Food Services Cafeteria Helpers Cooks	Certain staff may be required to work in-person to prepare, serve, and/or deliver meals to eligible students and families in need during a communicable disease event.
Instructional Services	Teachers Teacher Assistants Teacher Aides Related Support Staff Administrators	Most staff in this area may be able to work remotely depending on the emergency at hand. Considering instruction can be delivered fully remotely, only certain administrators would be required to work on site, specifically the Superintendent and potentially the Business Administrator in order to support all functions on site. Teaching staff and support staff would be required to continue providing high quality instruction either remotely, in-person or in a hybrid manner if appropriate.

## **Reducing Risk Through Remote Work and Staggered Shifts**

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation.

### **Remote Work Protocols**

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so at the greatest extent possible. Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
  - a. Internet capable laptop
  - b. Necessary peripherals
  - c. Access to VPN and/or secure network drives
  - d. Access to software and databases necessary to perform their duties
  - e. A solution for telephone communications
    - i. Note that phone lines may need to be forwarded to off-site staff and can be done by the staff themselves before working remotely or by a required staff on campus

Each situation that arises may require different individuals to work on campus or remotely. As such, as soon as practicable after an emergency is declared, the Superintendent will review all applicable information related to the emergency and personally inform those who will be required to work in person and who can work remotely. All persons shall be assumed to be allowed to work remotely until the Superintendent informs affected individuals. Only those who must be present on campus, including but not limited to work requiring manual labor or direct supervision/instruction of students who are learning in-person, may be required to work in-person.

Each employee's immediate supervisor will assign remote work as appropriate and needed. Daily work logs may be required to be maintained by staff to document and justify continued compensation during an emergency closure. In each instance of documentation being required, the Superintendent or immediate supervisor of the employee shall request employees to maintain such log.

All staff who work with students or directly supporting student learning, including teaching faculty, teacher aides, teacher assistants, and clerical staff will be provided with District owned computing devices such as a laptop, Chromebook, iPad, or the like. If a staff member does not have internet access, a mobile hotspot will be provided to each staff member who does not have internet access available to them at their residence. All access to District resources will be maintained and staff will be able to access required district resources through the District webpage and cloud/web based resources. As noted previously, certain IT staff may be required to be present on campus at various times during an emergency. If IT staff are needed to help troubleshoot issues, they can be reached via email and the District work ticket system as appropriate. It should be noted that immediate assistance may not be available at all times.

There may be times when hard materials need to be provided to students. If this is the case, then certain staff members, including but not limited to teaching staff and teacher aides/assistants may be required to work in-person. If this is required the staff will only be



required to work in-person until they have completed compiling and packaging the materials that need to be sent to students. All hard materials that need to be provided to students will be done either by bussing them to students (only if aidable transportation runs are operating) or by having a mass pick up of materials whereby families will be required to come to school and pick up materials for their students directly from the building. In these instances, it may be necessary to require teaching staff and/or aides/assistants to be on campus to assist in distributing materials. All staff needed to perform distributions will be determined by the Superintendent or his/her designee.

All phones that will be unmanned due to potential remote work will be monitored periodically throughout the day. Staff will return all messages as soon as possible. Clerical staff may forward phone lines to their personal phones, but shall not be required to do so.

## **Staggered Shifts**

Implementing staggered shifts may be possible for personnel performing duties which are necessary to be performed on-site but perhaps less sensitive to being accomplished only within core business hours. As possible, management will identify opportunities for staff to work outside core business hours as a strategy of limiting exposure. Regardless of changes in start and end times of shifts, the **Barker Central School District** will ensure that employees are provided with their typical or contracted minimum work hours per week. Staggering shifts requires:

1. Identification of positions for which work hours will be staggered
2. Approval and assignment of changed work hours

The Superintendent or his/her designee shall determine if and when staggered work hours may be utilized. Most of these situations will involve non-instructional staff including but not limited to buildings and grounds staff and cafeteria staff (specifically in the event of a full building closure where the preparation of food can occur at varied times.)

The Superintendent will work with each department head to determine if staggered work hours are appropriate for certain staff members. In instances where work does not need to be done jointly with another staff member or during the regular work day between 7:30 am and 4:00 pm, work can be assigned to staff to work at various points throughout each day. Work will be scheduled in a flexible manner so that all staff are able to work their total assigned hours and also to ensure all required work is completed each day.

## Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields
- Gloves
- Disposable gowns or aprons

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
  - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee during any given work shift for at least six months
  - b. Public employers must be able to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
  - a. PPE must be stored in a manner which will prevent degradation
  - b. Employees and contractors must have immediate access to PPE in the event of an emergency
  - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

The District has already purchased a large amount of PPE and other sanitation products that will be kept in stock as appropriate and with SDS guidelines. Multiple vendors have been identified and will be maintained in the event a large volume of products is required due to an emerging issue. This information will be warehoused by the District Business Office and the Business Official has full responsibility for this role. In the event the Business Official is incapacitated, the District Superintendent has the ability to access this information in an emergency through a shared file.

The District shall maintain a 4 month supply of PPE and a 3 month supply of sanitizing materials in the main supply area. The Head Cleaner shall determine actual volumes of required sanitizing materials. The Business Official shall coordinate with the Head Cleaner to maintain this supply and replace/replenish as needed through the regular purchasing process. The stock shall be reviewed every 4 weeks to ensure there is enough to last in case there is a supply issue.

All sanitation chemicals shall be stored in the cleaning/maintenance supply room and be distributed to individual cleaners/cleaning areas upon request by the cleaners. Only the head cleaner, business official, and Superintendent shall have access to the main supply area and will be available to access the materials in the event of an emergency.

## **Staff Exposures, Cleaning, and Disinfection**

### **Staff Exposures**

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC guidelines, we have established the following protocols:

- A. If employees or contractors are exposed to a known case of communicable disease that is the subject of the public health emergency (defined as a 'close contact' with someone who is confirmed infected, which is a prolonged presence within six feet with that person):
  - 1. Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 14 days or other current CDC/public health guidance for the communicable disease in question.
    - a. As possible, these employees will be permitted to work remotely during this period of time if they are not ill.
    - b. The District Superintendent, School Nurse and the immediate supervisor of the employee or contract should be notified if they are defined as a close contact or if they are diagnosed as positively contracting the communicable disease. All necessary parties will be notified of staff or student exposure through contact tracing.
    - c. See the section titled Documentation of Work Hours and Locations for additional information on contact tracing.
  - 2. CDC guidelines for certain communicable diseases provide that critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public.
    - a. Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission.
    - b. In-person interactions with the subject employee or contractor will be limited as much as possible.
    - c. Work areas in which the subject employee or contractor are present will be disinfected according to current CDC/public health protocol at least every hour, as practical. See the section on Cleaning and Disinfection for additional information on that subject.
    - d. If at any time they exhibit symptoms, refer to item B below.
    - e. The Superintendent or his/her designee, after consultation with the School Nurse, shall ensure all protocols are followed to ensure the safety of all students, staff and visitors to the school.

- B. If an employee or contractor exhibits symptoms of the communicable disease that is the subject of the public health emergency:
1. Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to contact their physician.
  2. Employees and contractors who exhibit symptoms outside of work should notify their supervisor and stay home, with a recommendation to contact their physician.
  3. Employees should not return to work until they have met the criteria to discontinue home isolation per CDC/public health guidance and have consulted with a healthcare provider.
  4. The **Barker Central School District** will require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work; unless there is a recommendation from the CDC/public health officials to do so.
  5. CDC criteria for certain communicable diseases provides that persons exhibiting symptoms may return to work if at least 24 hours have passed since the last instance of fever without the use of fever-reducing medications. If the disease in question is other than COVID-19, CDC and other public guidance shall be referenced.
  6. The Superintendent of Schools and the School Nurse must be informed in these circumstances and are responsible for ensuring these protocols are followed.
- C. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:
1. Apply the steps identified in item B, above, as applicable.
  2. Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off.
    - a. CDC/public health guidance for the disease in question will be followed as to how spaces will be cleaned and disinfected.
    - b. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately.
    - c. See the section on Cleaning and Disinfection for additional information on that subject.
  3. Identification of potential employee and contractor exposures will be conducted
    - a. If an employee or contractor is confirmed to have the disease in question, the Superintendent of Schools or their designee should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act (ADA).
    - b. Apply the steps identified in item A, above, as applicable, for all potentially exposed personnel.

4. The School Superintendent and School Nurse must be notified in these circumstances and will be responsible for ensuring these protocols are followed.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. We will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

## **Cleaning and Disinfecting**

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. As possible, employees and contractors, in conjunction with District cleaning staff, will clean workspaces at least daily or more frequently as CDC or NYSDOH guidance dictates.
  - a. High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least daily or more frequently as CDC or NYSDOH guidance dictates.
  - b. The head cleaner will assign and ensure all areas requiring cleaning and disinfection are completed.
2. Staff tasked with cleaning and disinfecting areas will be provided PPE appropriate to the task.
3. Surfaces will be cleaned disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
4. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

## **Employee and Contractor Leave**

Public health emergencies are extenuating and unanticipated circumstances in which the **Barker Central School District** is committed to reducing the burden on our employees and contractors. As such, the District will follow and implement Federal and State laws relating to employee leaves as applicable under respective law, FMLA, executive orders, or other potential sources.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of the **Barker Central School District**, and as such are not provided with paid leave time by the **Barker Central School District**, unless required by law.

## **Documentation of Work Hours and Locations**

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits.

This information may be used by **Barker Central School District** to support contact tracing within the organization and may be shared with local public health officials.

The District will utilize various methods to ensure contract tracing can be done effectively. This will include but not be limited to use of the District video surveillance system, staff attendance tracking system, student attendance tracking system, door entry system and other manual methods. When collecting data related to contact tracing during a communicable disease emergency, data may be collected by the Superintendent and/or his/her designee and stored in a secure manner so as to protect potential personally identifying information. Only the Superintendent and his/her designee may have access to the information.

## **Housing for Essential Employees**

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the Barker Central School District's essential operations.

If such a need arises, hotel rooms are expected to be the most viable option. If hotel rooms are for some reason deemed not practical or ideal, or if there are no hotel rooms available, name of public employer will coordinate with the name of most local jurisdiction with an emergency management office emergency management office or other specific name to help identify and arrange for these housing needs. Identify the position/title in the organization responsible for coordinating this.

# **Barker Central School District**

## **Emergency Remote Instruction Plan**

**June 2023**

# TABLE OF CONTENTS

<b>Introduction . . . . .</b>	<b>1</b>
<b>Background Information . . . . .</b>	<b>1</b>
<b>Remote Instruction . . . . .</b>	<b>2</b>
<b>Unscheduled School Delays and Early Releases . . . . .</b>	<b>2</b>
<b>Ensuring Accessibility and Availability (Internet, Computers / Devices . . . . .</b>	<b>3</b>
<b>Instructional Hours for State Aid and Reporting Requirements .</b>	<b>7</b>
<b>Reporting . . . . .</b>	<b>7</b>
<b>Annually by June 30th . . . . .</b>	<b>8</b>
<b>End of the School Year . . . . .</b>	<b>8</b>
<b>Board of Education Approval . . . . .</b>	<b>8</b>
<b>Support for Students with Disabilities during Emergency Closing Virtual Instruction . . . . .</b>	<b>8</b>



## Introduction

The **Barker Central School District** developed the following **Emergency Remote Instruction Plan** to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The **Emergency Remote Instruction Plan** meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District-Wide School Safety Plan.

## Background Information

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

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

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

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

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

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022. Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to

identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

## **Remote Instruction**

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

## **Unscheduled School Delays and Early Releases**

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State Aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day (NYSED Part 175.5).

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

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

## **Ensuring Accessibility and Availability (Internet, Computers / Devices)**

The **Barker Central School District** surveyed families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in District Storage Network. When students do not have internet access, the district works with the families to provide instructional materials for them as well as a process for recording attendance and grading. The district has designated locations near the school campus where internet access could be used if they are able to use these locations.

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student's place(s) of residence. The chief executive officer (School Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

District devices are made available to all students allowing them to participate in synchronous instruction.

## Barker Central School District Emergency Remote Instruction Plan

<b>POLICIES</b>	The plan adheres to guidance set forth in the following Board of Education policies: 5681 School Safety Plans, 8270 Instructional Technology, 7315 Student Use of Computerized Information Resources.
<b>INTERNET AND DIGITAL DEVICE ACCESS</b>	<p>The school district provides all students in grades K-12 access to a personal computing device, i.e. Chromebooks. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction.</p> <p>The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home.</p> <p>All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.</p>
<b>PEDAGOGY</b>	<p>All teachers in grades K-12 will use Google Classroom as their primary instructional platform.</p> <p>Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach <b>may include a combination of:</b></p> <p><b>Synchronous “Live” Instruction</b> – Using Zoom or Google Meet along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model.</p> <p>Teachers will make personal connections with all students during scheduled class times via Zoom or Google Meet. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</p>

	<p><b>Asynchronous “Flipped” Instruction</b> - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion as per teacher requirements. These activities may include teacher/student synchronous interactions for a portion of the lesson.</p> <p><b>Authentic Independent Instruction</b> - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.</p>
<b>STUDENT EXPECTATIONS</b>	<p>All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.</p> <p>All students are expected to practice appropriate digital etiquette and responsible behavior during assigned Zoom or Google meet sessions:</p> <ul style="list-style-type: none"> <li>• Mute yourself on meets as directed by your teacher</li> <li>• <b>Cameras are to be kept on during classroom meets</b> unless directed specifically by your teacher to do otherwise.</li> </ul> <p>Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable.</p> <p>Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms.</p> <p>If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.</p>
<b>DAILY SCHEDULE</b>	<p>The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters.</p>

<b>COMMUNICATION PROTOCOL: INTERVENTION</b>	<p>Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.</p>
<b>SPECIAL SERVICES</b>	<p>School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages districts to apply a "lens of reasonableness" to their approach. Teachers of students with IEP's or 504 Accommodation Plans will provide services to students in a manner that meets their required services via Zoom or Google meet sessions. During such sessions, teachers shall be available to meet with students to support their specific learning needs in accordance with their specific programs. If students require specific services, i.e. speech or other like service, the service providers shall meet with students and conduct services supporting students in a manner deemed appropriate by the service provider. See the reopening plan for additional details at <a href="http://www.barkercsd.net">www.barkercsd.net</a></p>
<b>NON- INSTRUCTIONAL SERVICES</b> <ul style="list-style-type: none"> <li>• <b>TRANSPORTATION</b></li> <li>• <b>FOOD SERVICE</b></li> <li>• <b>MAINTENANCE</b></li> <li>• <b>CUSTODIAL</b></li> <li>• <b>CLERICAL/ ADMINISTRATIVE SUPPORT</b></li> </ul>	<p>When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.</p>

## Instructional Hours for State Aid and Reporting Requirements

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

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

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

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

## Reporting

### IMMEDIATELY

Whenever a school building must close to instruction due to the activation of its **District-Wide School Safety Plan or Building-Level Emergency Response Plan**, a **Report of School Closure** must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a Report of School Closure must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding Report of School Re-Opening, via the NYSED Report of School Re-Opening portal.

The Report of School Closure is intended to provide immediate notification to the Commissioner regarding an emergency closure. The Report of School Re-Opening notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a Report of School Closure for routine snow days.

## **Annually by June 30th**

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30th.

## **End of the School Year**

The school district shall report the **Emergency Remote Instruction Plan** through the **State Aid Management System** at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time NYSED's Form A is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and
- Beginning with the 2023-2024 school year, that remote instruction was provided in accordance with the district's Emergency Remote Instruction Plan.

## **Board of Education Approval**

As part of the **District-Wide School Safety Plan**, the school district's Board of Education shall make the **Emergency Remote Instruction Plan** available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District-Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.

## **Support for Students with Disabilities during Emergency Closing Virtual Instruction**

School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability, when providing virtual instruction.

**Special education teachers who provide direct/indirect consultant services** will initiate outreach to their students' general education teacher(s) to collaborate on instructional modalities and any necessary accommodations or modifications required of assignments or assessments for the day.

**Special education teachers who teach resource room, self-contained special classes either content specific or specialized programs**, should follow the same guidance and expectations as classroom teachers in regards to pedagogy, content, class meetings, and flexibility.



**Teaching assistants** are available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.

**Related service providers** are to provide “tele-therapy” services, to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals in regard to student and teacher work at home, communication, and flexibility and they will use the students’ IEPs to determine an appropriate/reasonable level of communication and support.

**Documentation Requirements:** Special education personnel are expected to document all supports and services provided to students during this time. Document the manner, means, duration of time, follow up efforts, etc. IEP progress monitoring is required to be collected and reported to parents following the schedule listed on students’ IEPs. Medicaid session notes continue to be a requirement for eligible related service providers. Special education teachers/service providers are responsible to hold any virtual professional meetings already scheduled on a day that becomes a virtual instruction day.