

# **North Tonawanda City School District**

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

**2022 - 2023**

**Revised June 2022 (for the 2022-2023 School Year)**

**Revised June 2021 (for the 2021-2022 School Year)**

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# 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 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 **North Tonawanda City School District-Wide Safety Plan** was developed pursuant to Commissioner's Regulation 155.17. At the direction of the **North Tonawanda City School District Board of Education**, the **Superintendent of North Tonawanda City 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 **North Tonawanda City School District** has appointed a **District-Wide School Safety Team** consisting of, but not limited to:

**School District Administrators**  
**School Board Members**  
**Members of Community**  
**Insurance Agent**  
**PTA**  
**Director of Facilities**  
**Transportation Director**  
**Nursing**  
**Guidance Department**  
**Program Services**  
**Athletic Director**  
**Teachers**  
**School Resource Officer**

## 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-Level 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 **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 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 / Faculty**

The **North Tonawanda City 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. Will conduct yearly district wide "Forum" for the purpose of sharing information, reviewing best practices and providing training from local and National Experts on Safe Schools.
3. Strategies for Crisis Intervention and Prevention (SCIP) technique training.
4. An Alternative Placement Program for intervention of violent students who cannot function in a regular school environment is operated by BOCES.
5. Alternative Education programs are operated by BOCES and address the criteria under the section entitled Early Detection of Potentially Violent Behaviors.
6. A Community Intervention Program, comprised of children and family services, school districts law enforcement and professionals from the community, meets and discusses, among other topics, character and civility issues with school officials quarterly.
7. The **North Tonawanda City 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 as appropriate. The district is committed to the Dignity for All Students Act (DASA).
8. All **North Tonawanda City School District** staff will display identification while on campus or representing the district at a school sponsored function off campus.
9. All visitors will be issued a temporary identification badge from the main office.

#### **Program Initiatives: Prevention / Students**

##### **Non – Violent Conflict Resolution Programs**

The **North Tonawanda City School District** will continue to develop a comprehensive K-12 Non-violent Conflict Resolution Program built on existing and evolving programs. These programs are designed for age appropriate integration and consists of the following:

**Elementary School Level:** Introduce students to creative problem solving, anti-bullying, building a caring environment, respecting differences, conflict resolution, personal safety and self awareness programs. Information is shared during classroom programs and special assemblies.

**Middle School Level:** Students receive training in creative problem solving (Thinking Hats), anti bullying, anger management, development of leadership skills, building character, mutual respect, conflict resolution and personal safety. Training is built into classroom presentations, special assemble programs, as part of our “Family Life” program, as part of our Before and After School Education Program (BASE) and through training provided by the Boys and Girls Club of the Tonawanda’s at our school district sites.

**High School Level:** Students receive training in creative problem solving, anger management, mutual respect, conflict resolution, character building, respecting differences (diversity) and personal safety. Training is incorporated into health, freshman experience, and other class curriculums, provided at special assemblies. At the senior high level, leadership skills, community service and mentoring programs are strongly supported.

### **Peer Mediation Programs**

Peer Mediation Programs are as follows.

**Elementary School Level:** Students are introduced to peer mediation utilizing peer advocates from Middle and High School levels.

**Middle School Level:** Peer mediators are trained at each grade level to work on non-violent student problems. Under the direction of a faculty advisor, students conduct mediation sessions to de-escalate student problems. Students will also act as peace advocates, teach lower class levels about peer mediation, and distribute non-violent problem solving information to students throughout their home school.

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

The **North Tonawanda City School District** has increased its extended day program to provide a safe environment for after school learning cultural and athletic activities. Some of these expanded programs included but are not limited to:

- a. After school homework labs – to provide extended time and assistance to students to complete home work assignments and develop learning skills and techniques within corresponding buildings and programs.
- b. Intramural sports and modified sport activities are provided in as many areas as possible.
- c. Clubs / Activities – that provide students with positive character building.

## **Strategies for Improving Communication Among Students and Between Students and Staff**

The **North Tonawanda City School District** has developed various strategies for the improvement of communications among students and between students and staff. A teaching component for all grade levels, elementary, middle, and high school is offered.

This component encompasses the following subject areas:

- Promoting team work
- Reducing feelings of alienation
- Good decision-making
- Maintaining open communications between students and students and staff

**The North Tonawanda City 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.

## **Program Initiatives: Intervention**

Peer Mediation, Conflict Resolution, Group Sessions, Community Support Center, De-Escalation Training, Formal School Emergency Plans, School Resource Officer, Liaisons with law enforcement agencies and judicial system, Counseling Program, Communication Plan

## **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
- 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.

## **Drills and Exercises**

Procedures for review and the conduct of drills and exercises to test components of the emergency response plan, including for the regular school year, regular school day:

- eight evacuation drills and four lock-down drills each year, eight of the required drills must be completed by December 31 each school year.
- four of the required drills must be through use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress.
- Conducting drills at different times of the school day.
- Pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period or assembly;
- at least one early dismissal drill each school year that is no more than 15 minutes before the normal dismissal time, including
  - notifying parents and guardians at least one week prior to the drill; and
  - testing the usefulness of the communications and transportation system during emergencies.

Additional drill requirements for residential schools, summer school, after school programs, events or performances:

- four additional drills must be held in each school year during the hours after sunset and before sunrise in school buildings in which students are provided with sleeping accommodations.
- at least two additional drills must be held during summer school in buildings where summer school is conducted, one must be held during the first week of summer school.
- for after-school programs, events or performances conducted within a school building and include persons who do not regularly attend classes in the building, the principal or other person in charge of the building must require the teacher or person in charge of the after-school program, event or performance notify attendees of the procedures to be followed in an emergency.

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 **North Tonawanda City 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. Except for main entrances, all outside doors will remain locked during the day.
2. Every door will be accessible as an exit.
3. All classroom doors, inside and outside will be locked when unattended. Door wedges are forbidden. Students will not be allowed in classrooms at any time unless in the presence of an adult.
4. A sign at the main entrance will direct all visitors to "Report to the Office". Security personnel at the High School will direct all visitors to main office. Visitors will be directed to sign in at attendance at the High School.
5. 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 and escorted by an employee.
6. Only school personnel will be in possession of district keys.

## **Security Personnel – Hall Monitors**

A district-wide security patrol which is stationed at the High School will routinely patrol assigned buildings and may be assigned to other schools based on need.

All security personnel hired by the **North Tonawanda City School District** are North Tonawanda Police Department, active and retired North Tonawanda police, as well as a full time school resource officer from the North Tonawanda police, and private security firms. All security personnel are trained in violence prevention and intervention.

Security personnel's work is performed under the supervision of the High School Principal with leeway allowed to exercise independent judgment in performance of assignments.

### **Typical work activities of Security and Hall Monitors:**

1. Patrols school corridors, stairwells, restrooms, courtyards, entrances, parking lots and other parts of school buildings and grounds to protect persons and property, maintain order and insure compliance with school rules;
2. Inspects corridor passes and other passes when classes are in session and escorts persons lacking passes to the Principal's office;
3. Welcomes and oversees visitors to the building and directs them to the appropriate school offices or escorts them out of the building if they are not authorized visitors;
4. Escorts disruptive or uncooperative students from areas in which they are under teacher supervision to an administrator's office for disciplinary action;
5. Provides security at evening or weekend events;
6. Inspects lockers and conducts searches for controlled substances or alcohol;
7. Provides traffic control, monitors parking permits and investigates transportation discipline issues;
8. Acts as security consultant to Administrators and as liaison with courts and law enforcement agencies;
9. Maintains records and makes oral and written reports related to the work.

The Middle Schools routinely utilizes teachers to maintain a presence in hallways during passing times and maintain a presence in cafeteria and outside the buildings at the beginning and end of school day.

All teachers have received two days of training in violence prevention, de-escalation and intervention. This training is in addition to their annual violence prevention and multi-hazard training.

### **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, cell, and home telephone numbers of key officials of each educational agency

The **Building Level School Safety 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 District Superintendent will set specific time for the building principal(s) in conjunction with the **North Tonawanda City School District Professional Development Plan** to organize activities of particular concern.

## Hazard Identification of Sites of Potential Emergencies

The **North Tonawanda City 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 At Risk – On Site:

**Drake Elementary**

**North Tonawanda High**

**North Tonawanda Middle**

**North Tonawanda Intermediate**

**North Tonawanda Learning Center**

**Ohio Elementary**

**Spruce Elementary**

**Athletic Fields**

**Board of Education Building**

### Areas At Risk – Off Site:

**Main City Roadways**

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 **North Tonawanda City 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 **North Tonawanda City 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. Each School Building Level School Safety 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 (e)(2)(i))**
- **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 School Safety Improvement 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
  - Written Threats
  - Telephone / Verbal Threats
  - Suspicious Packages
  - Outside Facility
  - Evacuation for Bomb Threat
  - Shelter in Place for Bomb Threat
  - Bomb Threat Response Form
- Civil Disturbance / Prison Break
- Hostage Taking / Kidnapping
- Intrusion
- Suspected Student with a Weapon on Campus
- Active Shooter
- Suicide Threat
- Missing Students from Classroom / Building

### **Natural Hazards**

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

### **Technological Hazards**

- Mail Handling Protocol
- Anthrax / Biological Threat On-Site
- Biological Threat Off-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
- Energy Supply Loss / Utility Restrictions
- Heating System Failure
- Sewage System Failure
- Transportation Fleet Loss
- Fire Alarm or Phone System Failure

### **Medical Emergencies**

- School Bus Accident (Off-Site)
- Epidemic / Human Disease

## **Acts of Violence**

The **North Tonawanda City 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.

**Niagara County:                    911 or 716-438-3171**

## 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:

**Niagara County: 911 or 716-438-3171**

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 North Tonawanda City School District** will be responsible for designation of response actions necessary to cope with an emergency.

**Superintendent of Schools / Chief Emergency Officer**

Mr. Greg Woytila

Office: 716-807-3500

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

**Executive Director of Educational Services**

Mr. Patrick Holesko

Office: 716-807-3535

**Superintendent of Administrative Services**

Mr. Anthony Montoro

Office: 716-807-3536

**Director of Student Services**

Mr. Michael Tambroni

Office: 716-807-3566

**Chief Information Officer**

Mr. Kris Clester

Office: 716-807-3517

Office: 716-807-3515

**Director of Facilities**

Mr. James Hart

Office: 716-807-3517

**Assistant Director of Facilities**

Mr. Christopher Gerhard

Office: 716-807-3515

# **BUILDING ADMINISTRATION**

**North Tonawanda High School Principal**

Mr. Bradley Rowles

Office: 716-807-3600

**North Tonawanda High School Assistant Principal**

Mrs. Rachel Ross

Office: 716-807-3605

**North Tonawanda High School Assistant Principal**

Mr. Joseph Pray

Office: 716-807-3615

**North Tonawanda Middle School Principal**

Mr. Joshua Janese

Office: 716-807-3700

**North Tonawanda Middle School Assistant Principal**

Mr. Scott Mueller

Office: 716-807-3700

**North Tonawanda Intermediate School Principal**

Mr. Gregory Burgess

Office: 716-807-3825

**North Tonawanda Intermediate School Assistant Principal**

Mrs. Rachel Wagner

Office: 716-807-3825

**Drake Elementary Principal**

Mrs. Janet Matyevich

Office: 716-807-3725

**Ohio Elementary Principal**

Mr. John Steckstor

Office: 716-807-3800

**Spruce Elementary Principal**

Mrs. Patricia Adler

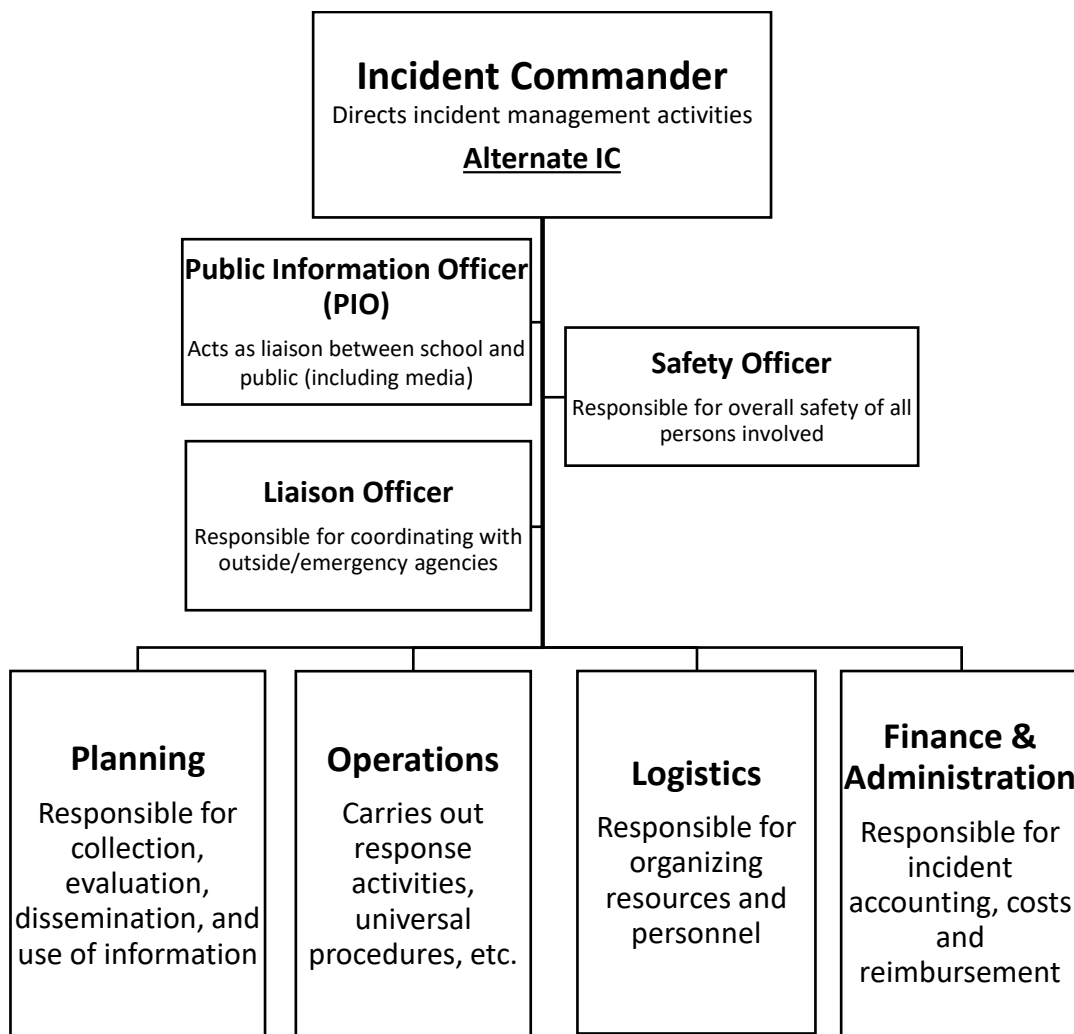
Office: 716-807-3850

## Direction, Control, and Coordination

### School Incident Command System

To provide for effective direction, control and coordination of an incident, the School ERP 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 Educational Climate (SSEC) - Formally Violent or Disruptive Incident Reporting (VADIR)**

- 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**

### SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the 14<sup>th</sup> day of September, 2022, by and between the City of North Tonawanda, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, ("City") and the North Tonawanda City School District, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 ("School District"). The City and School District are also each referred to herein individually as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the City of North Tonawanda Police Department ("Police Department") to serve as School Resource Officers in the School District; in furtherance of multiple objectives and purposes, including but not necessarily limited to the following:

- To provide a law enforcement presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- To provide a law enforcement resource to students, teachers, school administrators and parents;
- To provide a confidential counseling resource and/or referral to students who may be experiencing a variety of school, family, or social problems; and
- To provide education in law enforcement, as requested and appropriate.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the School District and City hereby agree, as follows:

### AGREEMENT

1. Purpose. This Agreement details the duties and obligations of the City and the School District in regard to the City providing the School District with the services (hereinafter "Services") of a Police Department law enforcement officer on site at the School District to serve as a School Resource Officer ("SRO").

2. Place. The SRO shall provide Services on-site at the School District's Meadow Campus and shall maintain an office in the School District's High School. The SRO shall allocate and apportion his or her time between the Middle School and the High School in accordance with the needs of the School District, as requested by School District's administration and at the Chief of Police's discretion.

3. **Term.** The Term of this Agreement shall commence on August 30, 2021 (or, if renewed, the first day that teachers report to school) and shall terminate on June 30, 2022, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

a. **Assignment of SRO and Alternate(s).** The City shall provide the School District with one armed and uniformed Police Officer to provide Services as a School Resource Officer to the School District during the months of September through June, on days when school is in session. On such days, when the Police Officer who is assigned to the School District is absent with leave or otherwise wholly unavailable to provide Services to the School District, the City shall make a good faith effort to assign an alternate Police Officer to provide Services to the School District, but only if the School District requests that an alternate Police Officer be assigned as an SRO during the regular SRO's absence.

b. **Training/Qualifications of School Resource Officers.** The City shall be responsible for ensuring that all individuals performing Services under this Agreement are appropriately trained, and licensed and/or credentialed, in accordance with applicable law. Upon request, copies of any required license or required credential(s) shall be made available to the School District by the City. If at any time during this Agreement a required license and/or required credential of any individual providing Services is terminated or suspended, the City shall prohibit such individual from performing Services and shall immediately notify the School District.

c. **Employment Waivers.** The City, as the employer, shall have primary responsibility for obtaining employment waivers, as needed, from appropriate agencies, for School Resource Officers who are retirees of a New York State Public Pension System. The School District shall collaborate and cooperate fully with the City's efforts to obtain such waivers.

d. **Duties of the SRO.** The School Resource Officer shall:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, faculty and parents;
- Assist with community outreach, truancy reduction and drug and education and prevention services;

- Educate students about the law and law enforcement, including crime prevention and safety;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members
- Facilitate counseling and mediation (as mutually agreed upon by both Parties) student-teacher and student-parent communication and conflicts and other conflict resolution;
- Build relationships by being a liaison between the Police Department and the School District;
- Address criminal activity occurring in or around the school(s);
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School District's administration and

approved by the Chief of Police, which approval cannot be unreasonably withheld. This applies only to activities held on the assigned Campus;

- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings;
- Provide security suggestions and training for transportation department and bus drivers;
- Conduct threat assessments of students prone to violence; and
- Assist school social worker and psychologist with distraught students.

**Note** - the SRO shall not enforce school rules. Matters of school discipline shall be referred to the appropriate building principal.

4. **Schedule.** The School Resource Officer's normal schedule will require him or her to be present from 7:30 a.m. until 3:00 p.m., Monday through Friday, while classes are in session, unless the SRO is required to be elsewhere pursuant to Paragraph 5(a) next below. However, this schedule may be adjusted, as needed, by mutual agreement, at the request of the School District's administration and with the approval of the Chief of Police, under circumstances when the School District's administration concludes that school events and/or activities occurring outside the normal 7:30 a.m. to 3:00 p.m. schedule would benefit from the law enforcement presence of the SRO. Such scheduling adjustments may include, for example, substituting evening hours, or a Saturday, for a work day, or block of worktime, that would ordinarily be provided by the SRO when school is in session.

5. **Call to Other Duty.** The School Resource Officer shall remain on Campus unless:

- a. The School Resource Officer is directed by the Police Department to respond to an emergency off the Campus.
- b. The School Resource Officer's investigation of an incident that occurred on Campus requires the Police Officer to leave the Campus.
- c. The School Resource Officer leaves Campus to obtain food and returns to the Campus to eat. (No more than twice during a shift.)
- d. The School Resource Officer leaves at the end of the shift.
- e. It is the School Resource Officer's opinion that he/she must leave the Campus in order to protect life or property off Campus.

f. The School Resource Officer is in transit, while on assignment to the School District, between the Middle School and the office in the High School, or vice versa.

6. **Defense and Indemnification.** The City shall defend, indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of the City, its officers, employees and/or agents. The School District shall defend, indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities to the extent such Liabilities arise from the acts or omissions of the School District, its officers, employees and/or agents. These obligations shall survive the expiration and/or termination of this Agreement.

7. **Obligations of the School District:**

a. **Duty of Cooperation.** The School District shall cooperate with the City in order to facilitate the provision of Services under this Agreement.

b. **Payment for Services.** The amount to be paid by the School District, in the 2021-2022 school year shall be \$79,307. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

8. **Mutual Covenants and Restrictions:** The City and School District agree and consent to the following covenants and restrictions:

a. **Independent Contractor Relationship.** Nothing in this Agreement will be construed as creating a partnership between the Parties. The City shall be providing Services to the School District as an independent contractor. Any and all Services performed by the City and its officers, employees and/or agents under this Agreement shall be performed in such capacity. SROs assigned to the School District are under the direct supervision and command of the Chief of Police of the Police Department. The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its officers, employees and/or agents perform Services under this Agreement except as explicitly provided herein and/or as required by federal, state, or local laws, rules, and regulations. No City officer, employee, and/or agent shall hold himself/herself out as, nor claim to be, an officer, employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The City shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the City's acts or omissions. It is further agreed by the City and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld by the School District on behalf of any City employee, consultant, or agent. Said withholding shall be the responsibility of the City

in compliance with applicable federal, state, and local laws, rules or regulations. The City agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

b. **Fingerprinting and Criminal Clearance.** The City shall provide a complete roster of all SROs who are reasonably expected to have direct, in-person, face-to-face contact with the School District's students, on the School District's premises, during the school year, pursuant to this Agreement. The School District, in turn, shall be responsible for submitting the fingerprints of each such person to the New York State Education Department ("NYSED") to facilitate a criminal background check and criminal clearance review process by the NYSED for each such person. The School District understands that most, if not all, of the City's SROs previously have been fingerprinted "for law enforcement purposes" and that their prints are likely already on file with the New York State Division of Criminal Justice Services ("DCJS"). However, the School District is required to obtain criminal clearance from the NYSED for each of the SROs, that explicitly clears each of the SROs to work with the School District's students, before the SROs may begin working directly with the School District's students on the School District's premises. Therefore, the School District will need to provide names and other personal identifiers about each of the SRO's who will be assigned to the School District, to the NYSED. The School District will inform the NYSED that the SROs' fingerprints are believed to be on file with DCJS so as to expedite the criminal clearance process, if possible. However, in the event that any of the SROs' fingerprints are not file with DCJS, or cannot be found or made accessible for use by the NYSED, the City agrees to have the SROs who will be assigned to the School District who will have direct contact with students on School District premises, furnish their fingerprints and submit to a criminal background check and clearance by the NYSED's Office of School Personnel Review and Accountability (OSPRA) prior to performing Services for the School District. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

c. **Termination.** Either Party can terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. Notice shall be sent to the Parties at the addresses listed above. Termination will not relieve the School District of the obligation to pay for Services rendered up to and including the date of termination.

d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2021.

e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

- f. Governing Law. This Agreement shall be governed by the laws of the State of New York.
- g. Amendment/Modification. The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.
- h. Assignment. This Agreement may not be assigned by either Party.
- i. Interpretation. The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.
- j. Waiver. The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party
- k. Authorization. This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on August 16, 2022 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on September 7, 2022.

IN WITNESS WHEREOF, the Parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below:

**CITY OF NORTH TONAWANDA SCHOOL DISTRICT**

By: Gregory J. Woytila  
Gregory J. Woytila, District Superintendent

**CITY OF NORTH TONAWANDA**

By: Austin Tylec  
Austin Tylec, Mayor

**CITY OF NORTH TONAWANDA POLICE DEPARTMENT**

By: Keith Glass  
Keith Glass, Chief of Police

### SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the 7<sup>th</sup> day of September 2022, by and between the City of North Tonawanda, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, ("City") and the North Tonawanda City School District, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 ("School District"). The City and School District are also each referred to herein individually as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the City of North Tonawanda Police Department ("Police Department") to serve as School Resource Officers in the School District; in furtherance of multiple objectives and purposes, including but not necessarily limited to the following:

- To provide a law enforcement presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- To provide a law enforcement resource to students, teachers, school administrators and parents;
- To provide a confidential counseling resource and/or referral to students who may be experiencing a variety of school, family, or social problems; and
- To provide education in law enforcement, as requested and appropriate.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the School District and City hereby agree, as follows:

### AGREEMENT

1. Purpose. This Agreement details the duties and obligations of the City and the School District in regard to the City providing the School District with the services (hereinafter "Services") of a Police Department law enforcement officer on site at the School District to serve as a School Resource Officer ("SRO").

2. Place. The SRO shall provide Services on-site at the School District's Intermediate School and shall maintain an office in the Intermediate School. The SRO shall allocate 1/2 day visits to the other 3 elementary buildings (Drake, Ohio, Spruce) once a month September-June, as requested by School District's administration and at the Chief of Police's discretion.

3. **Term.** The Term of this Agreement shall commence on August 30, 2021 (or, if renewed, the first day that teachers report to school) and shall terminate on June 30, 2022, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

a. **Assignment of SRO and Alternate(s).** The City shall provide the School District with one armed and uniformed Police Officer to provide Services as a School Resource Officer to the School District during the months of September through June, on days when school is in session. On such days, when the Police Officer who is assigned to the School District is absent with leave or otherwise wholly unavailable to provide Services to the School District, the City shall make a good faith effort to assign an alternate Police Officer to provide Services to the School District, but only if the School District requests that an alternate Police Officer be assigned as an SRO during the regular SRO's absence.

b. **Training/Qualifications of School Resource Officers.** The City shall be responsible for ensuring that all individuals performing Services under this Agreement are appropriately trained, and licensed and/or credentialed, in accordance with applicable law. Upon request, copies of any required license or required credential(s) shall be made available to the School District by the City. If at any time during this Agreement a required license and/or required credential of any individual providing Services is terminated or suspended, the City shall prohibit such individual from performing Services and shall immediately notify the School District.

c. **Employment Waivers.** The City, as the employer, shall have primary responsibility for obtaining employment waivers, as needed, from appropriate agencies, for School Resource Officers who are retirees of a New York State Public Pension System. The School District shall collaborate and cooperate fully with the City's efforts to obtain such waivers.

d. **Duties of the SRO.** The School Resource Officer shall:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, faculty and parents;
- Assist with community outreach, truancy reduction and drug and education and prevention services;

- Educate students about the law and law enforcement, including crime prevention and safety;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members
- Facilitate counseling and mediation (as mutually agreed upon by both Parties) student-teacher and student-parent communication and conflicts and other conflict resolution;
- Build relationships by being a liaison between the Police Department and the School District;
- Address criminal activity occurring in or around the school(s);
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School District's administration and

approved by the Chief of Police, which approval cannot be unreasonably withheld. This applies only to activities held on the assigned Campus;

- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings;
- Provide security suggestions and training for transportation department and bus drivers;
- Conduct threat assessments of students prone to violence; and
- Assist school social worker and psychologist with distraught students.

**Note** - the SRO shall not enforce school rules. Matters of school discipline shall be referred to the appropriate building principal.

4. **Schedule.** The School Resource Officer's normal schedule will require him or her to be present from 8:00 a.m. until 3:30 p.m., Monday through Friday, while classes are in session, unless the SRO is required to be elsewhere pursuant to Paragraph 5(a) next below. However, this schedule may be adjusted, as needed, by mutual agreement, at the request of the School District's administration and with the approval of the Chief of Police, under circumstances when the School District's administration concludes that school events and/or activities occurring outside the normal 8:00 a.m. to 3:30 p.m. schedule would benefit from the law enforcement presence of the SRO. Such scheduling adjustments may include, for example, substituting evening hours, or a Saturday, for a work day, or block of worktime, that would ordinarily be provided by the SRO when school is in session.

5. **Call to Other Duty.** The School Resource Officer shall remain on Campus unless:

- a. The School Resource Officer is directed by the Police Department to respond to an emergency off the Campus.
- b. The School Resource Officer's investigation of an incident that occurred on Campus requires the Police Officer to leave the Campus.
- c. The School Resource Officer leaves Campus to obtain food and returns to the Campus to eat. (No more than twice during a shift.)
- d. The School Resource Officer leaves at the end of the shift.
- e. It is the School Resource Officer's opinion that he/she must leave the Campus in order to protect life or property off Campus.

f. The School Resource Officer is in transit, while on assignment to the School District, between the Middle School and the office in the High School, or vice versa.

6. **Defense and Indemnification.** The City shall defend, indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of the City, its officers, employees and/or agents. The School District shall defend, indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities to the extent such Liabilities arise from the acts or omissions of the School District, its officers, employees and/or agents. These obligations shall survive the expiration and/or termination of this Agreement.

7. **Obligations of the School District:**

a. **Duty of Cooperation.** The School District shall cooperate with the City in order to facilitate the provision of Services under this Agreement.

b. **Payment for Services.** The amount to be paid by the School District, in the 2021-2022 school year shall be \$100,838. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

8. **Mutual Covenants and Restrictions:** The City and School District agree and consent to the following covenants and restrictions:

a. **Independent Contractor Relationship.** Nothing in this Agreement will be construed as creating a partnership between the Parties. The City shall be providing Services to the School District as an independent contractor. Any and all Services performed by the City and its officers, employees and/or agents under this Agreement shall be performed in such capacity. SROs assigned to the School District are under the direct supervision and command of the Chief of Police of the Police Department. The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its officers, employees and/or agents perform Services under this Agreement except as explicitly provided herein and/or as required by federal, state, or local laws, rules, and regulations. No City officer, employee, and/or agent shall hold himself/herself out as, nor claim to be, an officer, employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The City shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the City's acts or omissions. It is further agreed by the City and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld by the School District on behalf of any City employee, consultant, or agent. Said withholding shall be the responsibility of the City

in compliance with applicable federal, state, and local laws, rules or regulations. The City agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

b. **Fingerprinting and Criminal Clearance.** The City shall provide a complete roster of all SROs who are reasonably expected to have direct, in-person, face-to-face contact with the School District's students, on the School District's premises, during the school year, pursuant to this Agreement. The School District, in turn, shall be responsible for submitting the fingerprints of each such person to the New York State Education Department ("NYSED") to facilitate a criminal background check and criminal clearance review process by the NYSED for each such person. The School District understands that most, if not all, of the City's SROs previously have been fingerprinted "for law enforcement purposes" and that their prints are likely already on file with the New York State Division of Criminal Justice Services ("DCJS"). However, the School District is required to obtain criminal clearance from the NYSED for each of the SROs, that explicitly clears each of the SROs to work with the School District's students, before the SROs may begin working directly with the School District's students on the School District's premises. Therefore, the School District will need to provide names and other personal identifiers about each of the SRO's who will be assigned to the School District, to the NYSED. The School District will inform the NYSED that the SROs' fingerprints are believed to be on file with DCJS so as to expedite the criminal clearance process, if possible. However, in the event that any of the SROs' fingerprints are not file with DCJS, or cannot be found or made accessible for use by the NYSED, the City agrees to have the SROs who will be assigned to the School District who will have direct contact with students on School District premises, furnish their fingerprints and submit to a criminal background check and clearance by the NYSED's Office of School Personnel Review and Accountability (OSPRA) prior to performing Services for the School District. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

c. **Termination.** Either Party can terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. Notice shall be sent to the Parties at the addresses listed above. Termination will not relieve the School District of the obligation to pay for Services rendered up to and including the date of termination.

d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2021.

e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

f. Governing Law. This Agreement shall be governed by the laws of the State of New York.

g. Amendment/Modification. The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.

h. Assignment. This Agreement may not be assigned by either Party.

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

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

k. Authorization. This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on August 16, 2022 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on September 7, 2022.

IN WITNESS WHEREOF, the Parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below:

**CITY OF NORTH TONAWANDA SCHOOL DISTRICT**

By: Gregory J. Woytila  
Gregory J. Woytila, District Superintendent

**CITY OF NORTH TONAWANDA**

By: Austin Tylec  
Austin Tylec, Mayor

**CITY OF NORTH TONAWANDA POLICE DEPARTMENT**

By: Keith Glass  
Keith Glass, Chief of Police

# **North Tonawanda City School District**

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

**Revised June 2022**

**Reviewed June 2021**

**Date of Approved Plan April 1, 2021**

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

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## 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 North Tonawanda City School District Unions as required by the amended New York State Labor Law:

- 1) North Tonawanda United Teachers
- 2) North Tonawanda School Administration Association
- 3) Civil Service Employees Association, Inc.  
Local 1000, AFSCME, AFL-CIO  
North Tonawanda City School District  
Clerical, Nursing and Teacher Aide Unit 7686  
of Local 872
- 4) Civil Service Employees Association, Inc.  
Local 1000, AFSCME, AFL-CIO  
North Tonawanda City School District  
Custodial and Maintenance Unit 7686  
of Local 872

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

# 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 **North Tonawanda City 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 needed
- 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 **North Tonawanda City 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 Superintendent.

Upon the determination of implementing this plan, all employees and contractors of **North Tonawanda City School District** shall be notified by the Email and District Messaging System with details provided as possible and necessary, with additional information and updates provided on a regular basis. All district employees, parents and guardians, and the Board of Education will be notified of pertinent operational changes by way of the Email and District Messaging System. Other interested parties, such as vendors, will be notified by phone and/or email as necessary. The Superintendent or his designee will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The Superintendent of **North Tonawanda City 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 **North Tonawanda City 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, **North Tonawanda City 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 **North Tonawanda City School District**

The **North Tonawanda City 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 **North Tonawanda City School District** have been identified as:

<b>Essential Function</b>	<b>Description</b>	<b>Priority</b>
<b>Superintendent of Schools</b>	Oversees and plans. Assigns critical functions assuring compliance with all CDC, DOH, and NYSED requirements. Establishes communication with staff and parents to execute and standardize district goals. Establishes contacts to provide outside organizations with information relative to District plans to procedures. Communicates with the Board of Education directly.	<b>1</b>
<b>Director of Administrative Services</b>	Liaison for the Superintendent of Schools. Coordinates and supports the goals of the District with the Superintendent of Schools and Assistant Superintendent for Instruction, Technology, and Curriculum Development. Oversees the functions of the Business Office. Communicates directly with administration to assist with planning and daily functions to achieve District goals and maintain safety equipment and supplies.	<b>1</b>
<b>Assistant Superintendent for Instruction, Technology, and Curriculum Development</b>	Liaison for the Superintendent of Schools. Coordinates and supports the goals of the district with the Superintendent of Schools and Director of Administrative Services. Communicates directly with the administration to assist with planning and functions, ensuring that the needs of the district are being met. Reports to the Superintendent of Schools and Director of Administrative Services directly. Assists with CDC, DOH and NYSED regulations including oversight of NYS recording requirements and Nursing Staff.	<b>1</b>
<b>Administration</b>	Coordinates functions delegated by the Superintendent of Schools. Assigns tasks to facilitate and accomplish district goals. Communicates regularly with the Assistant Superintendent for Instruction, Technology, and Curriculum Development and Business Official. Oversees personnel assigned to tasks. Ensures critical functions are being performed as necessary. Provides regular progress reports on daily activities necessary to accomplish district goals. When directed by the Superintendent of Schools, the administration is responsible for communicating and updating employees in District policy. This includes cleaning regime, scheduling and any changes to these duties. Monitors and requests building safety equipment and supplies as needed.	<b>1</b>

<b>Director of Facilities and Operations</b>	<p>Coordinates functions with the Superintendent of Schools, Business Official, Administration and Staff. Responsible for staffing, maintenance activities, custodial duties including ordering supplies, training, and scheduling to meet the needs of the district. Instructs and informs staff of District policy and procedures including personal protection, cleaning procedures, methods of reporting, receiving issues and concerns that may affect or enhance safety procedures. Responsible for communication and updating employees in District policy, cleaning regime, schedules and constant changes to these duties. Maintains a current inventory of supplies and safety equipment and provides staff and services as needed. Inventory includes maintaining a cache of necessary supplies and equipment through reordering and replenishing stock so as not to fall short of critical supplies. Adjusts schedules to meet current needs, updates and trains staff on proper handling and use of tools and chemicals as per the manufacturer, CDC, DOL, and DOH requirements. Coordinates deliveries and ensures delivery agents know and follow District policy when on site. Schedules outside maintenance activities. Ensures third party contractors know and follow all school, CDC, DOL, and DOH policies while on school district property.</p>	<b>1</b>
<b>Custodial Supervisor</b>	<p>Coordinates activities with and updates the Director of Facilities and Operations regularly. Provides employees with proper direction for performing necessary cleaning equipment, cleaning products and protocols. Provides a direct line of communication from custodial staff to the Director of Facilities and Operations. Keeps records of and controls inventory, communicates directly with suppliers for ordering and receiving material and supplies to maintain an adequate cache of necessary products and materials. Coordinates all deliveries including deliveries from suppliers and deliveries to building staff. Assists with building schedules and arranging custodial staff and staff schedules to meet District needs. Responsible for communication and updating employees in District policy, cleaning regime, schedules and constant changes to these duties.</p>	<b>1</b>

<b>Business Office</b>	Assists the Superintendent of Schools with maintaining critical functions and Administration oversight. Provides needed guidance and advice with logistical and financial obligation; as well as record keeping. Provides purchasing support to ensure that necessary safety equipment and supply inventory can be maintained for education, maintenance, nursing, and custodial functions.	<b>1</b>
<b>Technology Department</b>	Provides support to ensure critical infrastructure is in place to provide effective building support and educational support securely. Works directly with the Superintendent of Schools and Administration staff to ensure communication and internet stability. Provides the necessary equipment and approved software to staff and students to perform the functions of each necessary school sector to maintain building maintenance, day-to-day operations, and educational needs.	<b>1</b>
<b>Nurses</b>	Assists with the goals of the district. Provide medical insight and support to help maintain a healthy school population. Assists with planning and achieving district goals. Provides support and assistance to carry out orders from the Medical Director, CDC, DOH, and NYSED regulations. Maintains a sanitary environment. Monitors quarantine area. Keeps accurate records. Makes immediate and necessary notifications to building administrators when necessary. Coordinates activities with parents. Offers guidance to building occupants and parents. Communicates regularly with the building administration and the Superintendent.	<b>1</b>
<b>Building Secretaries</b>	Staff will continue to perform vital services as directed by the Superintendent of Schools and directed by their school administrator. The District will determine need based on individual circumstances and can be utilized in school or remotely. Administration will provide services necessary for staff to operate in a safe and clean environment on site. Administration will ensure all staff will be informed of and are required to adhere to district safety policy while onsite. Administration will provide the necessary means and materials to safely and effectively work in a remote setting as well.	<b>1</b>

<b>Maintenance Staff</b>	Maintenance staff will perform vital services to keep and maintain essential equipment for onsite and remote learning. Maintenance staff and work will be overseen by the Director of Facilities and Operations. Staff will be informed of school procedures and adhere to all personal safety protocols required by the CDC, DOL, and DOH at all times. The Director of Facilities will supervise and schedule maintenance personnel for the purpose of keeping vital services operating and functional.	<b>1</b>
<b>Custodial Staff</b>	Custodial staff will work as directed by the Director of Facilities and Operations and Custodial Supervisor. The Director of Facilities and Operations and Custodial Supervisor will oversee and ensure school buildings are being cleaned properly. Building Administration will also assist with notification and information about building conditions and issues that need to be discussed or addressed. Custodial staff has received pandemic awareness training. Training provided essential information about communicable diseases. Training also included information about personal protective equipment, cleaning products, proper disinfection, sanitization, product use, product labels, Safety Data Sheets, and manufacturers' requirements for use. The district will provide custodial staff with the required personal protective equipment and cleaning supplies to maintain a safe working environment. Staff shifts and personnel will be scheduled accordingly based on the needs of the district. As with all staff, custodial personnel will follow district protocols required by the CDC, DOL, DOH and the district while providing services and on breaks.	<b>1</b>
<b>Educational</b>	The Assistant Superintendent for Instruction, Technology, and Curriculum Development will work with the Superintendent and Administration to determine the level of on-site education and or implement the District Remote Learning Plan.	<b>1</b>
<b>Outside Contractors</b>	Outside contractors will be scheduled and work will be performed with the oversight of the Director of Facilities and Operations. All outside contractors will notify the Director of Facilities when they arrive on-site. Outside contractors will be informed of district procedures and policy before they are allowed to work on the premises. Companies performing work on site will provide their employees with the proper PPE to comply with District	<b>1</b>

	policy. Outside contractors who do not or cannot work safely will not be allowed on district property.	
<b>Food Service</b>	All Food Service operations will be determined by the Director of Administrative Services. All District protocols will be initiated by the District Food Service contractor.	<b>1</b>
<b>Transportation</b>	Transportation will provide services directed by the Director of Administrative Services. The Transportation Coordinator will supervise operations. The District will provide safe and secure transportation based on the needs of the District and learning environment. Protocols will be established and the Transportation Contractor has received proper training for cleaning and sanitizing buses. The Transportation Contractor will provide their employees with the training and proper PPE and disinfection equipment to effectively maintain the transportation fleet. Records will be maintained accurately to ensure bus safety procedures are being followed. The Transportation Coordinator will schedule staff and bussing pickup and drop off according to the needs of district. The District will continually inform staff and parents of changes to procedures as necessary.	<b>1</b>
<b>B.O.E</b>	The Board of Education and Superintendent of Schools will dictate school policy and procedures.	<b>1</b>
<b>Outside Deliveries</b>	Deliveries will be coordinated with the Director of Facilities and Operations, Custodial Supervisor, and Building Custodians and Laborers. The Director of Facilities will inform companies of District policy and procedures in advance. All delivery agents will be required to notify the district prior to arrival on District and strictly adhere to District policy while on site. Employers will be required to provide their employees with the proper PPE to work safely while on site.	<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	Technology Coordinator Network Manager	The IT manager establishes all priorities for IT task and organizes staff. IT staff members provide support in setting up hardware and software, network management, and help desk support.
Administration and Oversight	Superintendent of Schools	The Superintendent is the decision-maker for the entire district.
Operations	Director of Administrative Services	Director of Administrative Services ensures all essential functions are maintained.
Education	Assistant Superintendent for Instruction, Technology, and Curriculum Development of Instruction	The Assistant Superintendent for Instruction, Technology, and Curriculum Development of Instruction determines the educational plan.
Facilities	Director of Facilities and Operations and Operations	The Director of Facilities and Operations maintains the necessary level of cleaning and sanitizing.
Administration	Principals, Assistant Principals, Directors	The Principals, Assistant Principals, and Directors are the liaisons between students, families, and employees in the building.
Cleaning and Sanitizing	Buildings and Grounds Staff, Custodial Maintenance, and Laborers and Grounds man	Performs all cleaning and sanitization and necessary upkeep of the buildings.
Support	District Clerical Staff	Provides necessary support for all Administrators.
Health Services	Nursing	Directs all Health Services.

## 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

The Superintendent of Schools and the District Administrative Staff will determine the level of remote working for all district employees in conjunction with all NYSDOH guidelines.

### 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, **North Tonawanda City 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 Director of Facilities and Operations will work with the Superintendent of Schools or a designee to formulate a calendar that schedules employees based on the needs of the District.

## 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 Director of Facilities and Operations and the Custodial Supervisor will be responsible for insuring the proper PPE is available at all buildings for required applications. The District will work to ensure we maintain a six month supply of PPE as directed above for all faculty and students. An extra supply of PPE will be available in all buildings for the Principals, Nurses, or Custodial staff. The **North Tonawanda City School District** participates in the Orleans/Niagara Cooperative Bid Purchasing Agreement. It provides a comprehensive list of suppliers and products used for maintaining employee safety, disinfecting, and sanitization protocols.

Surplus PPE will be stored in a dry, secured central location. Access to the surplus PPE can only be made by the Director of Facilities and Operations or the Custodial Supervisor as this will ensure the accurate accountability of all supplies on hand. The Custodial Supervisor will be responsible for keeping accurate records and reporting.

## **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. All necessary parties will be notified of staff 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 COVID-19 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 of School, or his designee, in the organization is the decision-maker in these circumstances and who is responsible for ensuring these protocols are followed.
- 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. **North Tonawanda City 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 COVID-19 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 Director of Human Resources in the organization must be informed in these circumstances and who is 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 guidance for COVID-19 indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. CDC/public health guidance for the disease in question will be followed.
    - 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, or his 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.

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 will clean their own workspaces in the beginning, middle, and end of their shifts, at a minimum, in conjunction with District custodial staff.
  - a. High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least hourly.
  - b. The Custodial Supervisor under supervision from the Director of Facilities and Operations will coordinate and establish cleaning guidelines and schedules for all cleaners to cover the common areas listed above.
2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. Soiled surfaces will be cleaned with soap and water before being disinfected.
4. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
5. 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 **North Tonawanda City School District** is committed to reducing the burden on our employees and contractors. The Families First Coronavirus Response Act provided requirements related to the COVID-19 pandemic, which form the policies outlined below. This policy may be altered based upon changes in law or regulation, as applicable.

It is our policy that employees of **North Tonawanda City School District** will not be charged with leave time for testing. Employees will be provided with up to two weeks (80 hours) of paid sick leave at the employee's regular rate of pay for a period which the employee is unable to work due to quarantine (in accordance with federal, state, or local orders or advice of a healthcare provider), and/or experiencing symptoms and seeking medical diagnosis.

Further, **North Tonawanda City School District** will provide up to two weeks (80 hours) of paid sick leave at two-thirds the employee's regular rate of pay if the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to federal, state, or local orders or advice of a healthcare provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to the public health emergency, and/or the employee is experiencing a substantially similar condition as specified by the CDC/public health officials. This provision may be modified if an employee is able to effectively work remotely and the need exists for them to do so.

Additionally, **North Tonawanda City School District** will provide up to an additional 10 weeks of paid expanded family and medical leave at two-thirds of the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days by **North Tonawanda City School District**, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to the public health emergency. This provision may be modified if an employee is able to effectively work remotely and the need exists for them to do so.

Additional provisions may be enacted based upon need and the guidance and requirements in place by federal and state employment laws, FMLA, executive orders, and other potential sources.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of **North Tonawanda City School District**, and as such are not provided with paid leave time by **North Tonawanda City 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 **North Tonawanda City School District** to support contact tracing within the organization and may be shared with local public health officials.