

MADISON CENTRAL SCHOOL DISTRICT

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

INTRODUCTION

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

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

SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

Purpose

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

A. Identification of School Teams

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

Board of Education Representative: J. Lavoie;
Administration Representative: J. Mitchell, L. Nichols, B. Latella, L. Cucci
Teacher Representative: J. Burdick, M. Bruno
Parent Representative: K. Peavey
Student Representative: A. Nichols
School Safety Personnel: J. Angrisano (BOCES), Sgt. Krystyna R. Feola (Madison Co. Sheriff Dept.), Officer D. March (Special Patrol Officer)
Other School Personnel: M. Brouillette, C. Post, L. Gallagher RN, J. Pieters-Hayduke

B. Concept of Operations

- The District-wide School Safety Plan shall be directly linked to the individual Building-level Emergency Response Plans for each school building. This District-wide School Safety Plan will guide the development and implementation of individual building-level emergency response plans.
- The Superintendent of Schools or his/her designee will serve as the District Chief Emergency Officer. Responsibilities include: facilitate safety training for school district personnel, ensure the school's building-level emergency response plan is up-to-date each year, make sure drills (evacuation and lock down) occur as per Education Law §807, and aid in policy development and decision-making for security technology.
- This Plan has been developed using the New York State Education guidance document as well as checklists and other resources provided by the BOCES Safety Office. It has been reviewed and revised by members of the District-wide School Safety Team prior to public comment.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- Emergency response actions, including Crisis Response, may be supplemented by involving County and State resource through established protocols.

C. Plan Review and Public Comment

- Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan will be made available for public comment 30 days prior to its adoption. The District-wide and building-level plans may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. The plan must be formally adopted by the Board of Education.
- While linked to the District-wide School Safety Plan, building-level emergency response plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.
- Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. Building-level emergency response plans will be supplied to both local and State Police within 30 days of adoption.
- This plan shall be reviewed and maintained by the District-wide School Safety Team and reviewed on an annual basis on or before July 1 of each year. A copy of the plan will be available at District Main Office.

SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

A. Identification of sites of potential emergency

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

B. Actions in response to an emergency

The District has identified the following general response actions to emergency situations. These actions include: **See Appendix 10 for general response guidelines.**

- School cancellation (prior to start of day)
- Early dismissal
- Evacuation
- Sheltering (Shelter-in-Place, Hold-in-Place, Lockout, Lockdown)

The confidential Building-level Emergency Response Plans include identification of specific procedures for each action depending upon the emergency.

See Appendix 10 and Appendix 11 for general response guidelines.

Emergencies include, but are not limited to:

Anthrax/Suspicious Mail	Hazardous Material Exposure
Bomb Threat	Intruder
Building and/or Campus Evacuation	Lock-Out Procedures
Building Collapse/Earthquake	Medical Emergencies
Bus Accident	incl. Infectious Disease Response
Crime Scene/Break-In	Missing Student
Drugs and Drug Dealers	Public Demonstration
Emergency Numbers	Sexual Assault
Fights	Suicide
Fire/Explosion	Weapons
Gas Odor/Leak	Weather
Go Home Plan	

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

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

Specific personnel and resources are identified in the confidential Building Level Emergency Response Plans.

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

Function	Role, skill, or assignment
School Nurse	First Aid/Medical
CPR/ First Aid Trained staff	First Responders

Head Custodian	Physical Plant
Transportation Supervisor	Bus drivers
Counselors/School Psychologist	Crisis Team
Volunteer Staff	Suspicious Object Identification Team

Additional District Resources Available for Use in an Emergency

During an emergency, the District has the following resources available:

Equipment	Location
Defibrillator	Internal and Fire Department – via 911
Smoke ejectors	Fire department – via 911
Emergency lighting	Each building
Portable fire extinguishers	Building-wide and each bus
Spill cleanup / absorbent materials	Custodial Dept.
First aid Supplies	Nurses Office

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

The District uses the Incident Command System model for emergency actions. For District-wide emergencies, the Chief Emergency Officer will be the Superintendent of Schools or his/her designee. In building-level emergencies, the Chief Emergency Officer or 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 confidential Building Level Emergency Response Plan. Building-level Incident Command staff is identified in the confidential Building Level Emergency Response Plans.

The Incident Command System for the District, and for individual buildings, is better defined in Appendix 8 of this plan.

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

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

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

Training procedures and framework are included in Appendix 3.

F. Staff development

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

Superintendent will be responsible for implementing instructional staff development programs.

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

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

SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

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

The District has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence. A listing of policies and their respective policy numbers are included in Appendix 4 of this document (see also District Code of Conduct.)

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

Law enforcement officials will be contacted by the Chief Emergency Officer (Superintendent or designee) in line with the confidential Building Level Emergency Response Plan, and will be requested based upon the "closest response agency" concept to ensure that the response to the incident is as rapid as possible. In most cases, law enforcement agencies will be contacted through the 911 system which will dispatch the appropriate agency. Appendix 9 includes a table listing district buildings and closest response agencies with contact names and numbers for use in non-emergency situations.

C. Appropriate response to emergencies

The District recognizes that appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The confidential Building Level Emergency Response Plans detail the appropriate response to such emergencies. See Appendix 9 for general response agency listing.

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

The District will contact appropriate parents, guardians or person in parental relation via media release, telephone contact or other appropriate means in the event of a violent incident or early dismissal. Conditions requiring such notification are outlined in the confidential Building Level Emergency Response Plans. See Appendix 12 for television and radio station listing.

SECTION IV: COMMUNICATION WITH OTHERS

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

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agencies. District’s local emergency management office information:

Emergency Management Office
Emergency Management Office - Dan Degear, Wampsville, NY 315-366-2789

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

In an emergency, the Superintendent/Designee will contact the 911 center for fire, law enforcement, or EMS response. In large-scale emergencies, the Superintendent may be assisted by the BOCES District Superintendent or their designee. On occasion, the Superintendent/Designee may need to contact the highest-ranking local government official for notification and/or assistance

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

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

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

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

The following information concerning educational agencies located within the district is included with the confidential Building-level Safety Plans:

- School population
- Number of staff
- Transportation needs, and

- Business and home telephone numbers of key officials of each such educational agency Home telephone numbers will be maintained by the district office to maintain confidentiality.

The Superintendent or their designee will ensure that this information is current and accurate. See Appendix 1 for school enrollment and transportation information.

SECTION V: PREVENTION AND INTERVENTION STRAGIES

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

The District utilizes visitor sign-in and identification badges. Additionally, employment reference checks and fingerprinting are conducted according to SAVE requirements for all staff. Clerical staff (sign-in log) and staff (hall monitoring) receive annual violence prevention training. The following security measures are in place:

Security measure	Purpose
Single Entry Point	To control building access.
Sign-in Procedure	To identify and log visitors and purpose/location of visit.
Hall Monitoring	General expectation of staff to monitor halls as needed.
Fingerprinting	Background checks for all new hires after July 1, 2001
Staff and Visitor Badges	To identify staff and visitors in the school building
Video Surveillance	To provide additional monitoring capability

Also see Appendix 6

B. Policies and procedures for the dissemination of informative materials

The District recognizes that the most current data caution against profiling students that have the potential for violence. However, it also acknowledges the need to identify youth at risk and to provide the necessary support services to all students, beginning at an early age. The District therefore will maintain resources on the early detection of potentially violent behavior; maintain a team of qualified staff to evaluate threats and other potentially violent behaviors.

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

C. Prevention and Intervention Strategies

The District continues to develop and investigate various strategies regarding violence prevention and intervention such as:

- | | |
|---|---------------------------------------|
| Ophelia’s Girls | Restorative Practices |
| Character Education/ Second Step | Dignity for All Students Act Training |
| Elementary “Lunch Bunch” Counseling | M&M Mentoring |
| PBIS (Positive Behavior Intervention and Support) | Connected Community Schools |
| ICAN | Kelberman Center |
| Others based on District needs | |

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

The District recognizes that communication is a vital key in the prevention and intervention of violence in schools. To that end, the District will continue to explore strategies and programs based on the District's needs.

The campus referral process is utilized for the reporting of potentially violent incidents according to the building chain of command and following the District Code of Conduct. Additionally, student counselors are available each day for students to share information where the source can remain confidential.

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

See Appendix 7

F. Policies and procedures related to school building security, including, where applicable, the use of school safety officers and/or security devices or procedures (See Appendix 14 for Agreement for SPO Services)

The Madison CSD employs one (1) Madison County Sheriff's Department Special Patrol Officer (SPO). The school utilizes identification badges for employees and visitors, reference checks and fingerprinting according to SAVE requirements for all staff. Controlled access, secure vestibule and CCTV is being implemented at the school. See Appendix 14 for Special Patrol Officer Agreement.

SECTION VI: RECOVERY

A. Post-Incident Response

The Post-Incident/Crisis Response Team will institute the Crisis Response Plan as outlined in the confidential Building-level Plan.

B. Disaster Mental Health Services

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

C. Communicable Disease Public Health Emergency Continuation of Operations Plan (incl. Site Essential Workers)

See Appendix 13

D. Emergency Remote Instruction Plan

An Emergency Remote Instruction Plan has been developed and may be utilized for delivery of remote instruction when school buildings cannot be occupied due to emergency conditions. (See Appendix 15)

APPENDICES

Appendix 1:

Listing of all school buildings covered by the District-wide school safety plan with addresses of buildings, and contact names and telephones numbers of building staff.

Building Name	Address	Contact Name	Telephone Number
Madison CSD	7303 State Rt. 20	Superintendent	315-893-1878
Enrollment and Transportation			
428 students/92 staff 10 Buses 1 Handicapped Bus 1 Suburban vehicles 1 Van			

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

Educational Agency	Address	Contact Name	Telephone Number

In an emergency, the Superintendent or his designee will notify these agencies as appropriate.

EDUCATIONAL AGENCIES

Mr. Scott Budlemann	(BOCES)	361-5510
Dr. Ravo Root	(Camden)	245-4075
Mr. Shawn Bissetta	(Canastota)	697-2025 Ext. 6302
Mr. William Dowsland	(Hamilton)	824-6300
Mr. Gregory Molloy	(Morrisville-Eaton)	684-9300
Mr. Matthew Carpenter	(Oneida)	363-2550
Mr. Peter Blake	(Rome)	334-7434
Mr. Corey Graves	(Stockbridge)	495-4400
Ms. Martha Group	(VVS)	829-2520

Home telephone numbers are maintained in the district office.

Appendix 2:

District-wide Risk Determination

Using the Risk Probability Checklist on p. 13, and the recommendations of local law enforcement and emergency response personnel, the District has determined that the following risks apply to all district buildings:

- Winter storms and blizzards
- High winds
- Severe thunderstorms
- Hazardous materials
- Transportation accidents

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

- Hostage Situation
- Weapons Incident
- Kidnapping
- Intruder
- Threats of Violence
- Bomb Threat

The District has determined that the following buildings have the potential for additional emergency situations based upon their proximity to external hazards (dams, flood prone areas, industrial sites, etc.) or to internal hazards.

Building Risk Determination

Building	Address	Internal Hazards	External Hazards
Madison CSD	Rt. 20	Science storage - Chemical Storage - Drone Battery Storage	Rt. 20 Transportation
		Kitchen	Bus fuel storage
			Propane Gas

RISK PROBABILITY CHECKLIST

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

Appendix 3:

- I. Violence prevention, intervention, and response staff development programs for instructional and non-instructional staff will be included in Superintendent’s Conference Day plans as follows:

Instructional Staff

School Year	Dates	Topic(s)
2023 – 2024	Superintendents Day	Mental Health/ Violence Prevention
2023 – 2024	Annual	Right-to-Know
2023 – 2024	Annual by Sept. 15th	Emergency Preparedness
2023 – 2024	Annual	Dignity for All Students Act

Non-Instructional Staff

School Year	Dates	Topic(s)
2023 – 2024	Annual by Sept. 15th	Mental Health/ Violence Prevention
2023 – 2024	Annual	Right-to-Know
2023 – 2024	Annual by Sept. 15th	Emergency Preparedness
2023 – 2024	Annual	Dignity for All Students Act

- II. The annual “Early Go Home” Drill will be conducted on the day before spring vacation unless otherwise determined by the District Superintendent in consultation with the superintendents of schools.
- III. During the 2023 – 2024 school year, the following drills and exercises will be conducted:

Training, Drills, and Exercises

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

When appropriate, and at the discretion of the District-wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials. The following drills and/or exercises will be conducted in the 2023 – 2024 school year:

Date	Description of drill or exercise
Spring	“Go Home” drill – Students and Staff
As required by law	8 Fire Drills- Students and Staff
As required by law	4 Lockdown Drills – Students and Staff
Annual	Emergency Response Training – All Staff
Annual	Bus Evacuation Drills – Students and Staff
As needed	Tabletop exercises - Staff

Appendix 4:

The Madison Central School District policies related to school violence and emergency planning are included in this appendix.

1. Code of Conduct (1006)
2. School Vandalism (5101)
3. Loss & Destruction of District Property (5102)
4. Fire Safety (5002)
5. District-wide Safety Plans and Building-level Emergency Response Plans (5001)
6. Bus Conduct (5500)

Appendix 5:

Insert regulation references here

- 155.17
- Executive Law 2-B
- Other

Appendix 6:

Insert policy (or policy number) regarding building security, school safety officers, and dissemination of informative materials here.

1. Visitors to the School (1003)
2. Code of Conduct (1006)

Appendix 7:

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

Administration- It is the duty of the Administration to screen and recommend candidates for employment in the Madison Central School by reviewing qualifications, checking work and related references and conducting interviews to assess fitness for employment.

Superintendent's Secretary- It will be the responsibility of the Records Access Officer to train and maintain training to oversee the Fingerprinting process of all candidates for employment in the Madison Central School.

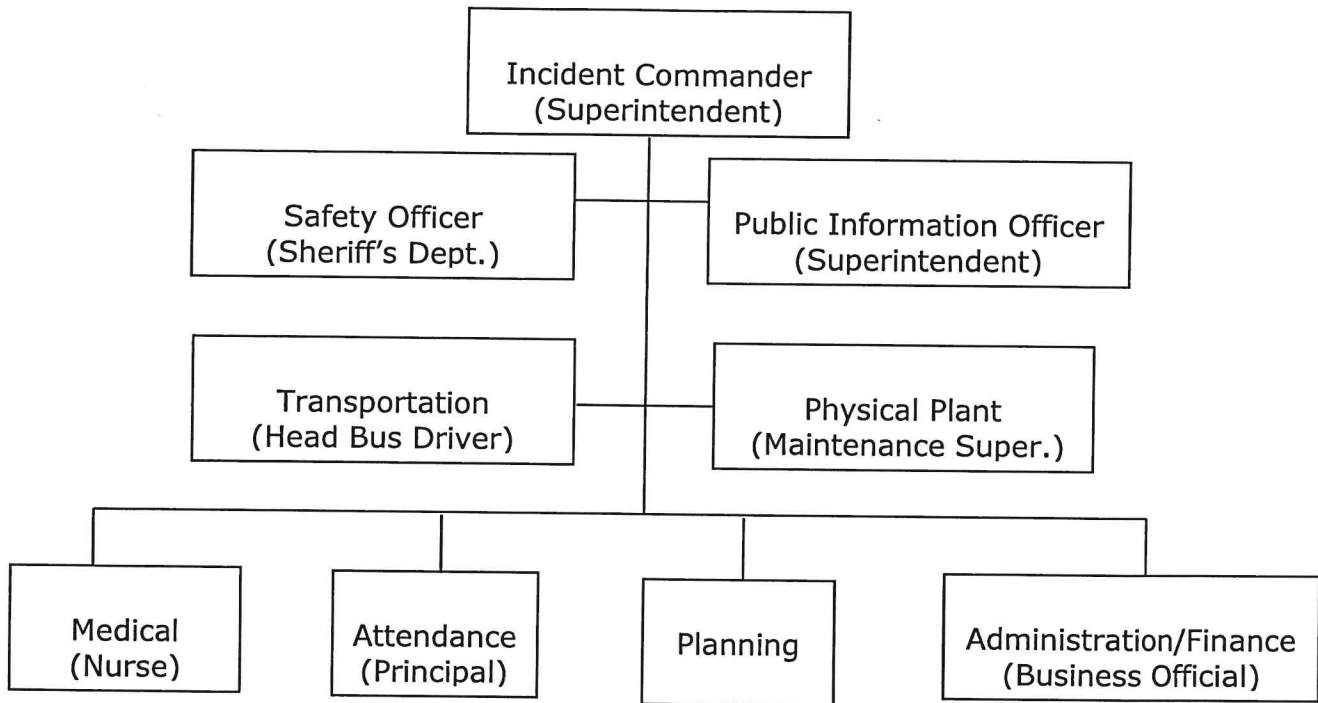
Fingerprinting- Fingerprinting and associated criminal background checks conducted as required, for all employees hired after July 1, 2001, according to Project SAVE.

Clerical Staff- Clerical staff require school visitors to sign visitor log and assign visitor identification badge. Clerical staff also sign out school visitors and collect returned visitor badges.

School Staff- All school staff are expected to monitor hallways and ensure visitors are properly identified.

Appendix 8:

Madison Central School District Incident Command



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

Appendix 9:

Madison Central School District

Closest Response Agencies

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

Building	Law Enforcement	Fire
Madison CSD	Contact: Sheriff Dept.	Contact: Madison Fire Dept.
	Phone #: 315-366-2318	Phone #: 315-893-1893
	Contact: NY State Police	
	Phone #: 315-684-9550 (Morrisville)	
NYS Electric and Gas (NYSEG)		
NATURAL GAS ODOR or EMERGENCY	Contact: GENERAL INFO	
	Phone #: 1-800-572-1111	
Madison Town Supervisor		
	Contact: Greg Reuter cell – 315-794-4441	
	Town Clerk Phone #: 315-893- 7020	
Augusta Town Supervisor		
	Contact: Sue Collins	
	Phone #: 315-843-4811	
Propane Service		
	Contact: Center State Propane	
	Phone #: 315-841-4044	
Town Road Commissioners		
Town of Madison	Contact: Roy Kirley	Home #: 315-893-7114
	Phone #: 315-893-1814	Cell Phone #: 315-723-7114
Town of Augusta	Contact: Phil Eaton	
	Phone #: 315-843-4811	Cell Phone #: 315-269-5335
County Road Commissioners		
Madison County	Contact: Joseph Wisinski Highway Supt. (Days)	Contact: Rick Durant Operations Mgr.
	Phone #: 315-366-2221	Phone #: Cell – 315-264-3668
Oneida County	Contact: Nicholas DiGennaro (Interim)	Contact: Christopher Hryb (midnights – Nov. – April)
	Phone #: 315-793-6213	Phone #: 315-793-6224 Cell #: 315-525-5540
Poison Control		
	Contact: General Info	
	Phone #: 1-800-222-1222	

APPENDIX 10:

Protective Action Options

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

- School cancellation prior to opening
- Early dismissal
- Evacuation
- Sheltering (Shelter-in-Place, Hold-in-Place, Lockout, Lockdown)

School cancellation

- Monitor any situation that may warrant a school cancellation
- Make determination
- Contact local media.

Early dismissal

- Monitor situation
- If conditions warrant, close school.
- Contact Transportation Supervisor to arrange transportation.
- Contact local media to inform parents of early dismissal
- Set up an information center so that parents may make inquiries.
- Retain appropriate district personnel until all students have been returned home.

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

- Determine the level of threat.
- Contact Transportation Supervisor to arrange transportation.
- Clear all evacuation routes and sites prior to evacuation.
- Evacuate all staff and students to pre-arranged evacuation sites.
- Account for all student and staff population. Report any missing staff or students to the Superintendent.
- Make determination regarding early dismissal; contact local media to inform parents of early dismissal if implemented.
- Ensure adult supervision or continued school supervision/security.
- Set up an information center where parents may make inquiries.
- Retain appropriate district personnel until all students have been returned home.

Sheltering sites (internal and external)

- Determine the level of threat.
- Determine location of sheltering depending on nature of incident.
- Account for all students and staff. Report any missing staff or students to the Superintendent.
- Determine other occupants in the building.
- Make appropriate arrangements for human needs.
- Take appropriate safety precautions.
- Establish a public information officer to provide information and current status of the situation to parents and other inquiring parties.
- Retain appropriate district personnel until all students have been returned home.

APPENDIX 11:

Responses to Acts of Violence: Implied or Direct Threats

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

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

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

Acts of Violence

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

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

Response Protocols

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

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

APPENDIX 12:

Notification and Activation (Internal and External Communications)

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

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

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

Parents, guardians or persons in parental relation to the students will be notified in the event of an early dismissal by means of Blackboard Connect and local media including television stations and the district website.

In the event of a violent incident, Blackboard Connect will be used to contact staff and parents using the contact information provided on the Student Information System.

In the event of certain large-scale weather emergencies, the NOAA weather radio emergency alert system may be used to obtain information.

Below are various media outlets the district may use for emergency communications.

TV Stations

WSTM-TV

WTVH

WFXR-TV

WUTR-TV

WKTV

WSYR

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APPENDIX 13:

Madison Central School COMMUNICABLE DISEASE PUBLIC HEALTH EMERGENCY CONTINUATION OF OPERATIONS PLAN

[In the event the NYS Governor declares a public health emergency involving a communicable disease as per NYS legislation S8617B/A10832 signed into law on September 7, 2020]

DEFINITIONS

"Personal protective equipment" shall mean all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons.

"Site-Essential" shall refer to a designation made that a public employee or contractor is required to be physically present at a work site to perform his or her job.

"Non-site-essential" shall refer to a designation made that a public employee or contractor is not required to be physically present at a work site to perform his or her job.

"Communicable disease" shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

"Retaliatory action" shall mean the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

1. LIST AND DESCRIPTION OF POSITIONS AND TITLES AND JUSTIFICATION CONSIDERED SITE-ESSENTIAL IN THE EVENT OF A STATE-ORDERED REDUCTION OF IN-PERSON WORKFORCE AND A JUSTIFICATION OF SUCH CONSIDERATION FOR EACH POSITION AND TITLE INCLUDED.

- The list and justifications can be found in Appendix A.

2. DESCRIPTION OF PROTOCOLS THE EMPLOYER WILL FOLLOW IN ORDER TO ENABLE ALL NON-SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS TO TELEWORK.

- Employees not required to be on-site to perform their job functions (non-site-essential) will have the option to telework if approved by their supervisor. As needed, non-site essential employees have been supplied with Chromebooks, document cameras, Wifi hotspots, and other necessary technology to allow them to work effectively from home. The District will continue to evaluate potential barriers to telework and will follow the District purchasing policies to request, procure, distribute, install and support resources, such as hardware and software that will enable telework, to the extent possible.

3. DESCRIPTION OF HOW THE EMPLOYER WILL, TO THE EXTENT POSSIBLE, STAGGER WORK SHIFTS OF SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS IN ORDER TO REDUCE OVERCROWDING ON PUBLIC TRANSPORTATION SYSTEMS AND AT WORKSITES.

- If necessary, the District will assess in-person capacity and conditions to stagger work shifts to reduce workforce density at worksites. Public transportation is not a factor in this region.

4. DESCRIPTION OF THE PROTOCOL THE EMPLOYER WILL IMPLEMENT IN ORDER TO PROCURE THE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS.

- Employees and contractors are encouraged to provide their own personal protective equipment if appropriate for the situation (e.g. face coverings). However, as necessary, Madison Central School will provide at least two pieces of each type of personal protective equipment (as appropriate to their job and exposure) to each site-essential employee and contractor during any given work shift. The District will procure and maintain a 180-day supply of PPE as availability permits, as well as cleaning supplies, signage, and other pandemic-related items. This process will be coordinated cooperatively within the District Leadership Team which includes the Superintendent, Treasurer, Building Principals, Head Cleaner, Head Driver, Head Cook, Technology Coordinator, School Nurse and Athletic Director. Decisions regarding the required PPE will be made in consultation with the School District Physician and the Madison County Department of Health. Cost-effective bulk purchasing will be pursued. The District will ensure that all items are stored in adequate and appropriate storage spaces (e.g. not exposed to weather, adequate size, etc.) to prevent degradation and permit immediate access in the event of an emergency declaration.

5. DESCRIPTION OF THE PROTOCOL IN THE EVENT AN EMPLOYEE OR CONTRACTOR IS EXPOSED TO A KNOWN CASE OF THE COMMUNICABLE DISEASE THAT IS THE SUBJECT OF THE PUBLIC HEALTH EMERGENCY, EXHIBITS SYMPTOMS OF SUCH DISEASE, OR TESTS POSITIVE FOR SUCH DISEASE IN ORDER TO PREVENT THE SPREAD OR CONTRACTION OF SUCH DISEASE IN THE WORKPLACE.

- Madison Central School will follow all procedures and protocols communicated by the New York State and local health authorities as appropriate for preventing the contraction or spread of the communicable disease identified in the public health emergency. These will be communicated to staff through correspondence from the the District Leadership team, the District website, postage and signage, and/or other means as appropriate.
- Staff, contractors, and visitors will complete daily health screenings and if they have been exposed to a known case or exhibit symptoms of the communicable disease that is the subject of the public health emergency, will not be allowed in the District buildings. They will be directed to leave and will be advised to follow up with their healthcare provider and/or local health department.
- In the event that a staff member, contractor, or visitor develops symptoms while onsite, that individual will be directed to leave and advised to follow up with their health care provider

and/or local health department. Additional cleaning and disinfecting will be implemented as necessary.

- If an employee or contractor tests positive for such disease, school administrators will collaborate and coordinate with local health officials to assess levels of community transmission and the extent of close contact between the individual who tested positive and other school community members. Additional cleaning and disinfecting will be implemented as necessary.
- The District may need to implement short-term closure procedures regardless of community spread if an infected person has been in a school building. If this happens, Madison Central School will adhere to the prevailing CDC and DOH guidance for cleaning and disinfecting affected areas and notify individuals impacted.
- The District will follow the most current guidance from the health department in assessing when staff may report to work in person.
- Madison Central School will comply with its policies and procedures as well as state and federal law pertaining to leave should an employee need to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

6. PROTOCOL FOR DOCUMENTING PRECISE HOURS AND WORK LOCATIONS, INCLUDING OFF-SITE VISITS, FOR SITE-ESSENTIAL EMPLOYEES AND CONTRACTORS.

- The District will utilize the mandated daily health screening questionnaire, building sign-in sheets, electronic door access records, security camera records, time sheets and other protocols consistent with the employees' collective bargaining agreements.

7. PROTOCOL FOR HOW THE PUBLIC EMPLOYER WILL WORK WITH SUCH EMPLOYER'S LOCALITY TO IDENTIFY SITES FOR EMERGENCY HOUSING FOR SITE-ESSENTIAL EMPLOYEES.

- Not applicable. The District employees are not expected to remain at the worksite and may return home after work each day.

*All procedures and protocols in this Plan are subject to change pursuant to guidance provided by the NY State and/or Madison County Departments of Health based upon specific communicable disease characteristics.

APPENDIX 14:

Special Patrol Officer (SPO) Agreement

APPENDIX 15:
Emergency Remote Instruction Plan

AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and Madison Central School District, with principal offices at 7303 US Route 20, Madison, NY 13402, hereinafter called the "District";

WITNESSETH

WHEREAS, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Madison Central School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

WHEREAS, in order to facilitate such a use of SPOs, the County of Madison and the Madison Central School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

NOW THEREFORE, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
 - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
 - B. To increase the physical law enforcement presence within the District facilities;
 - C. To decrease the number of incidents involving outside police intervention at the District facilities;
 - D. To increase a sense of safety and order within the school setting; and
 - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have SPOs on site at all District contracted campuses each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.
- III. **TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2024, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on

July 1st of that year, and conclude on June 30th of the following year, consistent with the District's fiscal calendar.

IV. DUTIES OF THE SPOs: The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;
- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- a. The Sheriff further agrees to provide SPOs who:
 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 4. Meet all education and experience requirements set forth by Madison County and New York State; and
 5. Also demonstrate:
 - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - c. A working knowledge of social services providers and other community justice and school resources;
 - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - e. A genuine interest in at-risk youth; and
 - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

VI. **RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;

- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MCSO supervisory personnel and request their services for a police response.

VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

VIII. RESOLUTION OF ISSUES/TERMINATION:

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each

Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

IX. COMPENSATION:

- A. Basic Payment: The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District, or their designee, as detailed herein.
- B. The Parties agree that the District, or their designee, shall pay compensation to the County at 50% of the hourly rate of \$29.56/hr per Special Patrol Officer position from July 1, 2023 to December 31, 2023. The District shall pay 50% of the hourly rate of \$30.74/hr to the County, per Special Patrol Officer position from January 1, 2024 to June 30, 2024.
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the overtime hourly rate of \$44.34/hr from July 1, 2023 to December 31, 2023, and \$46.11/hr from January 1, 2024 to June 30, 2024.
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

- X. **INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

XI. **INDEMNIFICATION/HOLD HARMLESS:**

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its

agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

XII. INSURANCE:

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers Compensation and Employers Liability shall be at statutory limits.
- v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. NO SPECIAL DUTY: Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. SUSPENSION OF WORK:

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.

D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. **NOTICE:**

All notices to the County should be sent to:
Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to the Sheriff at:
Madison County Sheriff's Office
138 N. Court Street, Bldg. #7
Wampsville, New York 13163

All notices to the District should be sent to:
Madison Central School District
7303 US Route 20
Madison, NY 13402

XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2024, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

XVII. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.

XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XIX. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED:

By: _____
John M. Becker
Chairman, Board of Supervisors

MADISON COUNTY SHERIFF'S OFFICE

DATED:

By: _____

MADISON CENTRAL SCHOOL DISTRICT

DATED:

By: _____

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

Madison Central School District **Remote Learning Plan**

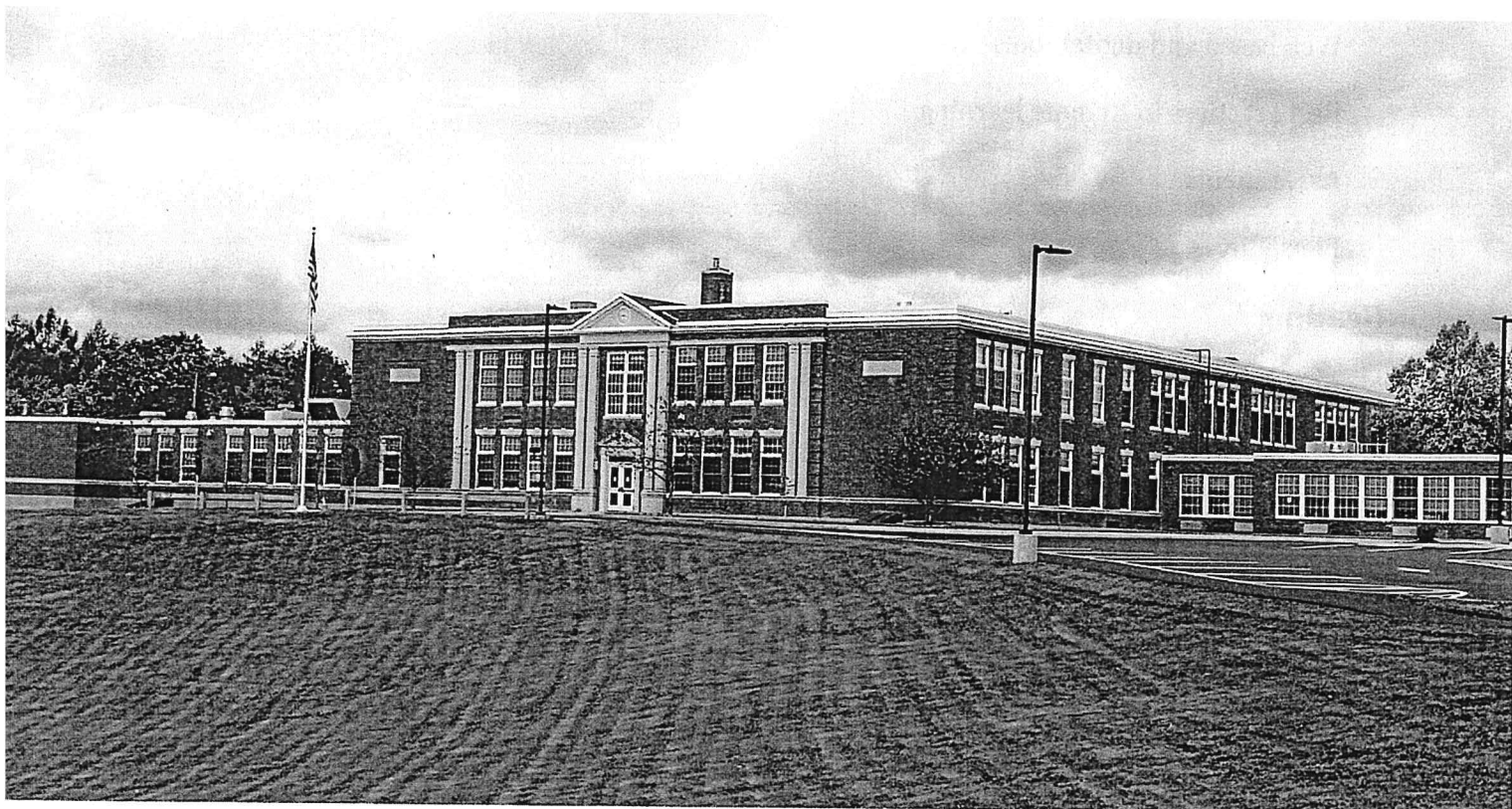


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Guiding Principles

- Commitment to accessibility of educational materials for all MCS students
- Commitment to equity of instructional practices for all MCS students
- Commitment to supporting the emotional, physical and educational well-being of all MCS students, faculty, staff and community
- Respect for family time
- Remote learning is not intended to replicate face-to-face classroom instruction
- Providing opportunities for continued learning to students that focus on critical standards and minimize any instructional loss
- No educational harm should come to students as a result of this crisis that was outside of their control

Access to Educational Materials

Every MCS student has access to a device: iPads in pre-kindergarten/kindergarten and Chromebooks for grades 1-12. We are all sensitive to the fact that not all MCS families have internet connectivity. To ensure equity and access for all students, we have used two primary methods to deliver educational materials to students: paper-based and digitally.

Internet Connectivity

For families who are still unable to attain internet access, the District has used grant money to purchase hot spots and Kajeet Chromebooks with built-in hot spots for student use. These Chromebooks do require cellular service to work. For families without both cellular and internet service, students are able, while complying to social distancing rules, to come sit outside of the school building and connect to District wifi on their school-issued Chromebook or iPad. While school wifi is available around the outside of the building, the best signal can be acquired by the main entrance.

Instructional Delivery

Goals of remote learning

- Clearly-stated lesson objectives/learning targets
- Content and skills introduced and reinforced with a variety of methods
- Options for students that tap into their interests, readiness levels and learning styles while respecting individual family's needs.
- Opportunities to interact with teachers and classmates in a variety of ways

- Opportunities for a variety of formative and summative assessments with timely feedback provided
- Monitor and maintain student and family communication and connections with school

Consideration of Family/Home Context

Since students' homes will be the new classroom, it is critical that remote learning must work in a multitude of family and home contexts. In this time of rapidly changing public health and economic uncertainty, we must ensure that our remote learning methods account for students who:

- are at home alone while adults are working.
- are caretakers for siblings or ill family members.
- work to help support the family.
- are English Language Learners.
- have special education programs/services.
- are coping with illness or loss of a family member.
- are struggling with stress, anxiety and/or depression.

It must also be considered that MCS faculty and staff are working remotely, planning and delivering remote instruction while also providing care for their families and supporting the learning of their own children.

Content

It is important that we focus on key content standards and prepare our students to move on to the next grade level with as few instructional gaps as possible. Find ways to assess student understanding while providing them with meaningful and authentic methods to show what they know and can do. Project based learning, with multiple checkpoints along the way, is a great fit for remote learning.

Format and Structure

A predictable daily format will help students navigate their remote learning. Find ways to implement meaningful strategies that are used for face-to-face instruction, including:

- Providing for student engagement
- Sharing clear objectives
- Providing clear and specific instruction infused with ways for students to actively participate (practice, discussion, reflection, application, connection, etc.)
- Checking for student understanding
- Providing meaningful assessment/feedback
- Developing lessons that capitalize on the home environment

Teacher Availability

Through a variety of methods (Google Classroom, Google Hangouts Meet, phone, email, videos of lessons, office hours etc.), teachers should make course content and themselves available to students and families. Each teacher should communicate his/her specific availability with students and families. Availability should include opportunities for large-group communication, “drop-in” interactions and direct support for students who may need individual support or instruction.

Instructional Schedules

Below are the instructional schedules we will use if we are forced to close MCS, whether for a 24-hour period resulting from an exposure at school or for an extended period of time because of high infection rate in the region.

1. Grades PK - 5

- Monday-Friday:
1:1 or small group Meets with their classroom teacher.
- In addition:
1:1 or small group Meets with a teaching assistant, teacher aide, or RTI specialist

Communication from your child’s classroom teacher will detail your child’s specific meeting schedule. Also, this communication will detail how your child will access learning materials through their Google Classroom, where applicable.

2. Grades 6-12

Time	Period
8:05-8:45 am	Period 1
8:48-9:28 am	Period 2
9:31-10:11 am	Period 3
10:14-10:54 am	Period 4
10:57-11:37 am	Period 5 MS
10:54-11:24 am	HS Lunch/Break MS Band Choir/Period 5 (until 11:37am)
11:26 am-12:06	Period 5 HS

pm	HS Band Choir/Period 5
11:37 am-12:07 pm	MS Lunch/Break
12:09-12:49 pm	Period 6
12:52-1:32 pm	Period 7
1:35-2:15 pm	Period 8
2:18-2:58 pm	Period 9
Normal schedule	

- MS/HS students will follow their normal, nine period schedule.
- Students are expected to join class at the period it is offered in a timely fashion - this excludes study halls and lunch.
- Although some teachers will do 20-30 minute lessons during a class period, students are still expected to follow their teachers' directives for the remaining time of the period. This could be project work, small group work, homework, one on one with the teacher, etc.

Web-based and digital tools

It is vitally important that we utilize web-based and digital tools that protect our students' personally identifiable information and are Education Law 2-d compliant. When in doubt, stick to tools that were already in use at MCS prior to our closure. Teachers should check with Mr. Peavey before engaging students with a new tool.

Please be considerate of students' ability to learn a new platform remotely.

Below is a non-exhaustive list of engagement tools available to teachers and students:

Elementary: Pk-5	Middle/High School: 6-12
<ul style="list-style-type: none"> • Google Suite <ul style="list-style-type: none"> ○ Drive ○ Email ○ Docs ○ Sheets ○ Slides ○ Hangouts Meet ○ Classroom 	<ul style="list-style-type: none"> • Google Suite <ul style="list-style-type: none"> ○ Drive ○ Email ○ Docs ○ Sheets ○ Slides ○ Hangouts Meet ○ Classroom

<ul style="list-style-type: none"> ● Freckle ● Zearn ● Youtube ● Epic ● MyOn ● TED ● ABC Mouse/Adventure Academy/Reading IQ ● Common Sense Media ● NY State Early Learning ● Castle Learning ● Brainpop ● Renaissance 	<ul style="list-style-type: none"> ● Youtube ● TED ● Freckle ● NYSED EngageNY ● Castle Learning ● Xello (career/college) ● Renaissance
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Best Practices in Remote learning

- The flow of remote learning is unique. In any given week, we recommend each course accomplish three tasks: preview, prepare, and engage in learning.

Preview	<p><i>Google Classroom Update:</i></p> <ul style="list-style-type: none"> ● Overview of the lesson ● Objectives & connections to prior lessons/learning ● Quick Attendance Check (to ensure students are present and following along) 	<p><i>Tools:</i></p> <ul style="list-style-type: none"> ● Post an update in Google Classroom ● Screencast (via screencastify, Google Hangouts Meet, screen recorder)
Prepare	<p><i>Google Classroom Assignment:</i></p> <ul style="list-style-type: none"> ● Course readings (textbook, novel, packets), digital texts, podcasts, video content, recorded lecture, screencast lesson, etc . 	<p><i>Tools:</i></p> <ul style="list-style-type: none"> ● Create/Post content: upload audio, video, screencast, text, links to docs, images... ● Access existing curated content: Library of Congress, TED, NatGeo, PBS, Smithsonian, Bio.com, Discovery Education, History Channel, Khan Academy, Bozeman Science, CommonLit, NYTimes Learning, Newsela
Engage	<p><i>Google Classroom Assignment:</i></p>	<p><i>Tools:</i></p> <ul style="list-style-type: none"> ● <i>Google Classroom</i>

<ul style="list-style-type: none"> • <i>Reflective writing, journaling, guided note-taking</i> • <i>Discussion boards, assignment submission, post/share/ respond to audio, video, images, media</i> • <i>Writing, collaborating, peer editing google docs</i> • <i>Virtual labs/simulations; home labs/observations</i> • <i>Remote synchronous class</i> • <i>Practice problems</i> • <i>Research, writing, projects</i> • <i>Online assessments (AP)</i> • <i>Quiz, formative assessment</i> • <i>Summative assessment</i> 	<ul style="list-style-type: none"> • <i>Google Suite (docs, slides, forms/surveys, sheets, drawings)</i> • <i>Screencastify</i> • <i>Google Meet</i> • <i>MyOn</i> • <i>Freckle</i> • <i>Scholastic Magazines</i> • <i>Google Forms</i>
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Assessments

Determining numeric grades for students should not be our sole focus. Rather, we should be focused on ensuring that students have the opportunity to achieve the learning standards for their courses. While teachers may utilize summative assessments they should consider focusing primarily on formative assessments. Teachers should find ways to assess student understanding while providing them with meaningful and authentic methods to show what they know and can do. Project based learning, with multiple checkpoints along the way, is a great fit for remote learning.

Flexibility

Teachers are encouraged to use this time to challenge their own thinking about the best ways for students to learn, the most meaningful ways to teach, and the ways in which they assess students' content knowledge and skills. Though this is difficult and unexpected, our remote learning exploration with our students will undoubtedly provide us with opportunities to challenge the status quo. When this is all over, we have the opportunity to use this experience to significantly and meaningfully shift some of our practices to be more student-centered.

Grading

Grading will be done the same way grading was done before COVID-19. If students are not completing assignments, doing poorly on (or missing) exams, and not attending classes remotely, there is a strong likelihood that they will be in academic jeopardy. It is imperative that students put their best efforts forward whenever classes are in session. We strongly encourage parents to

stay engaged in their student(s) learning and reach out weekly to teachers for updates on how their student(s) are progressing.

We all know the importance of providing feedback to students and communicating student learning progress to parents and families. Our response to the COVID-19 pandemic has had an unprecedented impact on students, teachers and families. Our move to remote learning and communication of student learning progress must consider that our focus should be on addressing physical, social, emotional health and wellness, student connectivity and helping them attain the content knowledge and skills required by course standards. Our emphasis is feedback, not compliance. No educational harm should come to our students because of the school closure resulting from events entirely outside of their control. Students should be provided the opportunity to redo, make up or try again to complete work or show progress.

New York State 3-8 Assessments and Regents Exams

Currently all NY State Assessments are scheduled for administration. They include :

- New York State Grades 3-8 English Language Arts Test
- New York State Grades 3-8 Mathematics Test
- New York State Grade 4 Elementary-Level Science Test
- New York State Grade 8 Intermediate-Level Science Test
- New York State English as a Second Language Achievement Test (NYSESLAT) in Grades K-12
- New York State Alternate Assessment (NYSAA) for students with severe cognitive disabilities in Grades 3-8 and high school
- All Regents exams

Next Generation ELA, Math and Science

As a result of the school closings, NYSED has updated the implementation timeline for Next Generation ELA, math and science. Please review adjusted timelines by clicking on each subject area below:

- ELA
- Math
- Science

Faculty and Staff Roles and Responsibilities

General Education Teachers (includes special-area teachers)

- Instructional Planning & Delivery:
 - Collaborate with partner teachers to create appropriate, differentiated, weekly home learning experiences per the Instructional Delivery section. In compliance with NYS guidelines, students' IEPs and 504 plans will be implemented to the greatest extent possible.
 - Collaborate with special education teachers, including related service providers, to ensure continuity of instruction throughout the materials provided to students/families.
 - Document learning experiences and contact with students and parents.
- Communication:
 - Identify students who are not engaging with remote learning and reach out to those homes on a regular basis. Document attempts to contact students.
 - Inform building principals of students/families who are not engaged and are not reachable. Building principals will further coordinate communication efforts.
 - Provide ongoing feedback and communication to students and families.
 - Individually, or as a part of a team, create office hours, at least twice per week, in order to be available for students/families.
 - Participate in virtual faculty, department, IST, and CSE meetings as needed.
- See "Special Education/504 Consideration."

Special Education Teachers, Related Service Providers, & Instructional Support

- Instructional Planning & Delivery:
 - Collaborate with partner teachers to create appropriate, differentiated, weekly home learning experiences per the Instructional Delivery section.
 - In compliance with NYS guidelines, students' IEPs and 504 plans will be implemented to the greatest extent possible.
 - Keep a record of remote learning experiences distributed to students throughout closure.
 - Create communication to allow progress monitoring of student progress of IEP goals.
- Communication:
 - Coordinate with partner teachers in order to identify students/families who are

- not engaging with provided resources and reach out to those homes. Log attempts to contact students.
- Inform building principals of students/families who are not engaged and are not reachable. Building principals will further coordinate communication efforts.
 - Collaborate with Related Service providers and partner teachers to ensure continuity of instruction throughout the materials provided to students.
 - Provide ongoing feedback and communication with students and families.
 - Individually or as a part of a team, establish office hours, at least twice per week, in order to be available for students/families.
 - Participate/facilitate in virtual faculty, department, IST, and CSE meetings as needed.

Counselors

- Work with building teachers and principals to identify high needs students who may need more frequent check-ins, help support those students/families in determining whether they can access instructional materials and are able to complete them.
- Maintain a level of connectedness to students with known needs (one – two times per week), in addition to students who receive IEP counseling services.
- Coordinate with Building Leadership regarding instructional plans for At-Risk students, including seniors at risk of not graduating.
- Participate/facilitate in virtual faculty, department, IST, and CSE meetings as needed.
- Create office hours, at least twice per week, in order to be available for students/families/other staff.

Psychologist

- Support teachers as they develop remote lessons and activities for their students.
- Conference with staff members and parents as the need arises and reach out to families that you know are having challenges during this time.
- Write evaluations and reevaluations on students for which the testing has been completed.
- Participate/facilitate in virtual faculty, department, IST, and CSE meetings as needed.

Teacher Assistants / Teacher Aides

- Check in weekly with teachers with whom you work most closely to see what support you can offer.
- May work with teachers, principals and counselors as needed to check in with students and families, help support those students/families in determining whether they can access instructional materials and are able to complete them.

Building Principals

- Facilitate virtual faculty meetings as needed to update staff and/or provide professional development.
- Work with teachers and counselors to determine a list of high-needs students and help support those students/families in determining whether they can access instructional materials and are able to complete them. Log attempts to contact students.
- Develop office hours and continue to be available to students and staff during regular school hours and respond to any questions the student/families may have.
- Participate/facilitate in virtual faculty, department, IST, and CSE meetings as needed.

Nurse

- Update superintendent and building principals as necessary on community health and well-being resources for students, families, faculty and staff.

Example Responsibilities	
<i>This is not an inclusive list, rather suggestions for best practice</i>	
District Responsibilities	<ul style="list-style-type: none">• Help schools, teachers, families, and students identify needed resources in the community (academic, health, social, emotional).• Support schools, teachers, families, and students in developing and implementing a non-traditional learning plan.• Communicate regularly with community and stakeholders.
School Responsibilities	<ul style="list-style-type: none">• Implement remote learning opportunities.• Communicate regularly with stakeholders.• Support teachers in the planning and implementation of non-traditional learning opportunities.• Help teachers, families, and students identify needed resources in the community (academic, health, social, emotional).

<p style="text-align: center;">Teacher Responsibilities</p>	<ul style="list-style-type: none"> ● Be available at scheduled times to answer student/caregiver questions. ● Provide timely, regular, and meaningful feedback on student work. ● Communicate regularly with students. ● Provide a range of learning opportunities that meet the needs of all learners during the closure.
<p style="text-align: center;">Student Responsibilities</p>	<ul style="list-style-type: none"> ● Review assigned work. ● Complete your assigned work in a timely fashion. ● Ask clarifying questions when you need help or don't understand. ● Be respectful to yourself, teachers, and peers.
<p style="text-align: center;">Parent/Caregiver/Family Responsibilities</p>	<ul style="list-style-type: none"> ● Review work assigned to your student. ● Reserve a space for students to complete remote learning. ● Encourage students to get enough sleep. ● Set sensible time limits for technology use. ● Talk to students about their learning every day. ● Help students establish and maintain a daily routine.

Planning for Possible Illness

First and foremost, follow the guidance, policies, and procedures of the Madison County Department of Health.

The following are potential recommendations in the event that an illness were to occur:

- ***Teacher Illness:*** A teacher who becomes ill during the period of remote learning, and is unable to continue providing remote instruction, should report the illness immediately to the building principal. Together a plan will be developed to best support students during the period of time which the teacher remains ill.
- ***Student Illness:*** A student who becomes ill should either be excused from the assignments provided during that time or given ample time to make up the work. Students cannot be negatively impacted during the remote learning period.
- ***Family Illness for Teachers or Students:*** If the family member of a student or teacher becomes ill, compassion and support for the student or teacher are the first priority of our district. We will provide emotional support services to the extent possible, and students cannot be negatively impacted.

Professional Development

In anticipation of the possibility of implementing remote, blended and distance learning during, we have provided a variety of professional development opportunities for faculty and staff this summer and fall. Teachers should let their principal and/or Mr. Peavey know if they need professional development support to help provide remote learning opportunities for students. A variety of student, family, faculty and staff resources can be found [here](#).

The collective BOCES and RICs throughout New York State have developed an online conferencing guidance website to assist teachers in understanding this new instructional method. The website can be found here:

<https://sites.google.com/btboces.org/bocesofnewyorkstateonlineconfe/home>

Special Education/504 Considerations

- See “Faculty and Staff Roles and Responsibilities”

Students with disabilities are particularly vulnerable during times of disruption and change. To ensure ongoing growth and progress, we should focus our planning efforts on how to continue serving our students to the greatest extent practicable by tailoring Remote Learning that provides educational benefits to students with disabilities. All decisions regarding special education must comply with guidance from the U.S. Department of Education. The basic guidelines and options/opportunities are based on the following core beliefs:

- IEPs remain in place and should direct students' remote learning. Be mindful that a student's program may require commencing a team meeting.
- Documentation of all services provided should be done, including using the students' ClearTrack account.
- Emphasize structure and consistency for students with special needs.
- Students with special needs benefit greatly from ongoing motivation and excel when relationships with adults and peers are strong.
- Resources should be viewed broadly and include leveraging local associations, professional organizations, government agencies, and more.
- Affirm that all students can achieve growth in all capacities. Learning opportunities should occur and should be tracked, when applicable.
- Instructional Support teachers should work with general education and classroom teachers to gain access to the Google Classrooms for which they have students on their caseload.

New Content and Review/Practice

The focus of instruction should be individualized and based on the students' IEPs, their goals, the modifications, and accommodations within the IEP. To ensure this differentiation occurs, there should be communication between special and general education teachers (including bilingual/ESL and dual language teachers), case managers, and teaching assistants (when applicable), to support students in accessibility and in meeting their IEP benchmarks and goals. Any changes to programs or goals should be made in conforming with federal and state required procedural safeguards. Social-emotional learning strategies are integral to students' learning and well-being. Many of our students have services and intense social-emotional needs documented in their IEPs. This pandemic can exacerbate some of those needs. Special educators should collaborate with the students' counselors to work on activities that support students with stress/anxiety reduction and other SEL activities.

Options and Opportunities

During this time, students with disabilities should be given the opportunity to continue with learning that is consistent for all students. This learning will be based on the individual IEP. Some possible suggestions could include:

- Identify realistic, individualized time frames for task completion. Be mindful of extended time accommodations outlined in IEPs.
- Provide specific instruction and mini-deadlines/benchmarks for assignments, especially those with multiple-tasks.
- Create opportunities for students to demonstrate progress and receive feedback related to assignments and IEP goals.
- Use student interest to inform lessons and activities.
- Provide alternative options for participating in virtual class discussions
- Create video modeling of how you expect something to be done or what has been successful in the school setting, such as hand-over-hand assistance in the classroom.
- Use built-in accessibility features in learning management systems, albeit on an individualized basis according to student need, for example:
 - Use heading styles that allow screen reading software to navigate from section to section.
 - Use font, size, and text formatting to distinguish between items or to navigate. Ensure no information is conveyed solely by color or sound.
 - Use Alt-Text to allow users with screen readers or with slow connection to identify your images, graphs, and charts.
 - Enable tooltips so that descriptions appear when users hover over images, graphs, and charts.
- Provide transcripts of any pre-recorded audio or video used with students. Use closed captioning on videos.
- Use descriptive titles, headers, and captions to provide additional context and information for students.

- Use descriptive text in hyperlinks so students clearly know where the link will take them. Avoid phrases like “click here” or “read more” without additional descriptors.

“Hands-On” Options for Remote Learning

- Use non-digital resources of work. (Where possible, coordinate this effort with the case manager and/or assistance of paraprofessionals.)
- Incorporate life skills essential for students with IEPs. This includes, but is not limited to, cooking, ratios, chores, cleaning, hygiene, etc.
- Have students track activities with photos or videos and submit to teachers.
- Keep meditation logs and provide links to meditation apps
- Encourage journaling.
- Utilize ground activities (e.g., choose five objects that are around you and describe them in detail).
- Utilize virtual museum tours and video demonstrations.

Developmentally Appropriate Assessments

When developing individualized grading/assessment practices for students with disabilities, the following factors should be considered:

- Student need and present levels of performance
- IEP Goals and Objectives
- Kinds of accommodations/modifications/services that are provided
- Capacity of support in the remote learning environment
- Social-emotional response to the COVID-19 crisis
- Access to needed resources to participate in learning
- Student’s past performance
- Current grades
- Transition and postsecondary goals.

We appreciate your understanding that many of the services normally provided will be impacted, as it is unfeasible and unsafe due to the current emergency school closures to provide hands-on or in-person therapeutic services.

Meetings (Annuals, Reevaluations, Initials, Program Reviews)

- All Annual and Program Review meetings scheduled during a closure will take place remotely through Google Meet format.
- Initial and Reevaluations that were to occur during the closure will be discussed on a case by case basis and postponed when mutually agreed upon. The evaluations and

-
- CSE meetings may take place once we return to school.
 - A parent/guardian can request that any meeting be rescheduled until we can meet in person.

English Language Learners

- See “Faculty and Staff Roles and Responsibilities”

Instruction

Students who are English Language Learners (ELLs) come from culturally and linguistically diverse backgrounds and include students with varying levels of proficiency in English and their home language. This section aims to provide educators with recommendations on how to build on families’ culturally and linguistically diverse backgrounds by providing students with authentic language activities that allow them to participate and access material in both English and their home language. General Education teachers should provide access to students’ Google Classrooms for ELL teachers so that instructional support can be provided. To the extent possible, a co-teaching mentality should be utilized while providing remote learning to ELL students.

Engaging Families

In addition to providing activities appropriate to students' language proficiency levels, it is recommended that educators consider how to leverage the culturally and linguistically diverse backgrounds of the families. To the extent possible, communication with families of ELL students should be shared in the home language as well as English.

Integrating Learning in Authentic Ways

Teachers can:

- Use thematic approaches to make connections across content. English Language Learners will benefit from learning that is integrated around a theme, rather than disparate topics that each require specific vocabulary, disciplinary language, or background knowledge.
- Encourage the arts as much as possible. Music, song, storytelling, drama, crafts, textile arts, and visual arts all provide enormous cognitive, emotional, and cultural benefits and can happen in any language.
- Embrace inquiry, problem, and project-based learning. Prompt students to brainstorm the questions they genuinely want to pursue, and prompt them to engage in authentic inquiry-based learning in the context of their everyday life. Invite students to find

ways to address the problems they identify as needing their attention. The experiences they are having or creating for themselves in this current context can become part of the inquiry process. The more we ground learning expectations in questions and actions that are relevant to their lives, the more they will feel engaged and empowered by the experience.

Thematically Designed Learning

Educators should always include appropriate scaffolds and supports when designing activities for English Language Learners. Designing activities around thematically based topics is suggested for English Language Learners. Additionally, allowing opportunities for English Language Learners to practice their bilingual or multilingual abilities is appropriate. Rich, authentic oral interactions will deepen students' learning, whether in English or the home language. Educators can consider how students' home language can be incorporated into thematically designed activities and how students might participate within these activities without technology for families that may not have access to devices and/or internet.

Finding Natural Opportunities for Language Development

English Language Learners benefit from and develop language by using, practicing, playing, observing, thinking about, and discussing language. Encouraging any and all language use will help them sustain their home language practices and contribute to their development in English. With this in mind, teachers can:

- Encourage students and families to have conversations, tell jokes and stories, sing, and play with language. Teachers can also guide families to observe and talk about how they use language in their home and community.
- Prompt students to watch programming and listen to the radio or podcasts in English and creatively use English closed-captioning or home language subtitles.
- Invite students to notice language in their environment (e.g., do scavenger hunts on signs, ads, and other environmental texts while out walking [6 feet from others] in their community).

Games and Play

- Using games to advance learning is another way to engage students in a remote learning setting. Games can be open-ended and universal enough to work for families who speak various languages other than English.
- “Gamifying” learning can lend an element of fun that may be helpful during these times. This includes word games in various languages, math games, science investigations, and the like.
- Other activities with words, such as sorting and vocabulary investigations, can also

elevate students' learning. This is a time when students can increase confidence in their ability to understand and use words in various contexts, especially in academic terms.

Appropriate Assessments based on Proficiency Level

- When developing grading/assessment practices for English Language Learners, the following factors should be considered:
 - Student need and current proficiency level
 - Kinds of accommodations/modifications/services that are provided
 - Capacity of support in the remote learning environment
 - Social-emotional response to the COVID-19 crisis
 - Access to needed resources to participate in learning
 - Level of parental support and language ability

***While the preceding two sections are specific to special education and ELL students, the instructional practices outlined above are beneficial for all students.**

NYSED Regulations and Law

All provisions described are subject to change based upon revisions to NYSED regulation, mandates and/or changes to NY State law.