Dear Rome City School District Community,

Pursuant to Commissioner's Regulation 155.17 (e) (3), Rome City School District is making the district wide safety plan available for public comment prior to its adoption. A public hearing will be held on, Monday, September 16, 2019 commencing at 4:15 PM in the Board Office at 409 Bell Road, Rome, New York.

The public hearing will provide for the participation of school personnel, parents, students and any other interested party who wish to comment on the districtwide plan. The plan will be formally adopted by the Board at the regularly scheduled board meeting October 3, 2019.

Individuals may submit comments directly to the Clerk of the Board, Mr. Matwijec-Walda, 409 Bell Road, Rome, New York or jm@rome.org no later than Friday, September 13 at 3:00 p.m.

We thank our community for taking the time to review our districtwide safety plan and participating in our public hearing on September 16, 2019 at 4:15 p.m.
ROME CITY
SCHOOL DISTRICT

DISTRICT-WIDE
SAFETY PLAN

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

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

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

SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

Purpose

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

A. Concept of Operations

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

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

In the event of an emergency or violent incident, the initial response to all emergencies at an individual school will be by the School Emergency Response Team.
Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.

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

B. Plan Review and Public Comment

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

While linked to the District-wide School Safety Plan, Building-level emergency response plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.

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

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

C. Identification of School Teams

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

<table>
<thead>
<tr>
<th>District-Wide Safety Team 2019-2020 Representative of:</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Education Representative</td>
<td>Dr. Stephen Hampe</td>
</tr>
<tr>
<td>Administration Representative</td>
<td>Robb Mezza</td>
</tr>
<tr>
<td>Rome CSD Buildings &amp; Grounds</td>
<td>Alex Rodriguez</td>
</tr>
<tr>
<td>School Safety Administration</td>
<td>Paul Yanik</td>
</tr>
<tr>
<td>Madison-Oneida BOCES Safety</td>
<td>Jack Angrisano</td>
</tr>
<tr>
<td>Oneida-Herkimer-Madison BOCES Safety</td>
<td>Christy Colangelo</td>
</tr>
<tr>
<td>Denti Elementary Administration</td>
<td>Sherry Lubey</td>
</tr>
<tr>
<td>Rome Free Academy Administration</td>
<td>Sean Carone</td>
</tr>
<tr>
<td>Rome CSD Transportation</td>
<td>Andy Thompson</td>
</tr>
<tr>
<td>Rome CSD Nurse Coordinator</td>
<td>Christina Freeman</td>
</tr>
<tr>
<td>Rome CSD Parent Representative</td>
<td>Confidential</td>
</tr>
<tr>
<td>Rome Teacher Representative</td>
<td>Robert Wood</td>
</tr>
</tbody>
</table>
SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

A. Identification of sites of potential emergency

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

B. Actions in response to an emergency

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

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

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

Emergencies include, but are not limited to:

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

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

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

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

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defibrillator</td>
<td>Instructional Buildings/Athletics</td>
</tr>
<tr>
<td>Smoke Detectors</td>
<td>Fire Department – via 911</td>
</tr>
<tr>
<td>Emergency Lighting</td>
<td>Each building</td>
</tr>
<tr>
<td>Portable Fire Extinguishers</td>
<td>Each building and each bus</td>
</tr>
<tr>
<td>Spill Cleanup / Absorbent Materials</td>
<td>Science Labs/Custodial Dept.</td>
</tr>
<tr>
<td>First Aid Supplies</td>
<td>Each Building - Nurses Office</td>
</tr>
</tbody>
</table>
The following functions are available to assist in the event of an emergency:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role, skill, or assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Nurse</td>
<td>Medical/ First Aid</td>
</tr>
<tr>
<td>First Responders</td>
<td>First Aid</td>
</tr>
<tr>
<td>Head Custodian</td>
<td>Facilities</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>Transportation</td>
</tr>
<tr>
<td>Crisis Team</td>
<td>Post-Incident Response</td>
</tr>
<tr>
<td>Suspicious Object Identification Team</td>
<td>Volunteer Staff</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Training procedures and framework are included in Appendix 3.

**F. Staff development**

- All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.

- Staff development with respect to school violence prevention, intervention, and response will be included in professional development plans.

- School violence prevention and intervention training for all staff will be included annually in a superintendent’s conference day or other appropriate time.

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

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

SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

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

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

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

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

C. Appropriate response to emergencies

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

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

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

SECTION IV: COMMUNICATION WITH OTHERS

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

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agencies. See Appendix 5 for the Rome City School District Incident Command System.
B. Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law

In the event of a violent incident, the Superintendent will contact appropriate law enforcement officials through the 911 system. A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is included in the appendix of each confidential Building-level Emergency Response Plan. Appendix 5 identifies the District Incident Command System. The District will rely on the advice of the local emergency management office listed above.

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

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

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

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

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

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

SECTION V: PREVENTION AND INTERVENTION STRATEGIES

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

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

Each instructional building will maintain their respective security policies and procedures, as appropriate; consistent with the confidential Building-level Plan.
B. Early Detection of Potentially Violent Behaviors

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

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

C. Prevention and intervention strategies

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

<table>
<thead>
<tr>
<th>Character Education</th>
<th>Safe Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conflict Resolution/Anger Management</td>
<td>Counseling</td>
</tr>
<tr>
<td>Peer Mediation</td>
<td>Student Government</td>
</tr>
</tbody>
</table>

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

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

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

See Appendix 4.

SECTION VI: RECOVERY

A. Post-Incident Response

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

B. Disaster Mental Health Services

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

### Appendix 1:

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

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Address</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rome Free Academy</td>
<td>95 Dart Circle</td>
<td>Brian LeBaron</td>
<td>315-334-7200</td>
</tr>
<tr>
<td>1,502 students and 214 staff – 25 buses and 5 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staley Upper Elementary</td>
<td>620 East Bloomfield Street</td>
<td>Michael Davis</td>
<td>315-338-5300</td>
</tr>
<tr>
<td>665 students and 136 staff – 10 buses and 5 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strough M.S.</td>
<td>801 Laurel Street</td>
<td>Tracy O'Rourke</td>
<td>315-338-5202</td>
</tr>
<tr>
<td>802 students and 132 staff – 19 buses and 3 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellamy Elementary</td>
<td>7118 Brennan Avenue</td>
<td>Molly Mytych</td>
<td>315-338-5260</td>
</tr>
<tr>
<td>473 students and 100 staff – 7 buses and 4 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clough Early Childhood</td>
<td>409 Bell Road</td>
<td>Dana Benzo</td>
<td>315-334-1240</td>
</tr>
<tr>
<td>332 students and 54 staff – 13 buses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denti Elementary</td>
<td>1001 Ruby Street</td>
<td>Sherry Lubey</td>
<td>315-338-5360</td>
</tr>
<tr>
<td>536 students and 99 staff – 10 buses and 2 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gansevoort Elementary</td>
<td>758 West Liberty Street</td>
<td>Kathy Bragan</td>
<td>315-334-5180</td>
</tr>
<tr>
<td>314 students and 68 staff – 1 bus and 3 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Joy Elementary</td>
<td>8194 Bielby Road</td>
<td>Andria Lacey</td>
<td>315-334-1260</td>
</tr>
<tr>
<td>359 students and 67 staff – 6 buses and 3 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ridge Mill Elementary</td>
<td>7841 Ridge Mills Road</td>
<td>Mike Flagg</td>
<td>315-334-1280</td>
</tr>
<tr>
<td>367 students and 61 staff – 7 buses and 1 Spec. Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stokes Elementary</td>
<td>9095 Turin Road</td>
<td>Karen Miller</td>
<td>315-334-1220</td>
</tr>
<tr>
<td>337 students and 53 staff – 8 buses</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Listing of other educational agencies (day care, parochial school, pre-school, etc.) located within or adjacent to the District:

<table>
<thead>
<tr>
<th>Educational Agency</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rome Catholic High</td>
<td>Mrs. Wilson</td>
<td>315-336-6190</td>
</tr>
<tr>
<td>New York State School for the Deaf</td>
<td>Joyce Long</td>
<td>315-337-8400</td>
</tr>
<tr>
<td>Rome Family YMCA</td>
<td>Nicolina Calendra</td>
<td>315-336-3500</td>
</tr>
<tr>
<td>Upstate Cerebral Palsy-New Discoveries Learning Center</td>
<td>Nancy Seller</td>
<td>315-533-1150</td>
</tr>
<tr>
<td>Upstate Cerebral Palsy-New Discoveries Learning Center</td>
<td>Nancy Seller</td>
<td>315-533-1150</td>
</tr>
<tr>
<td>First Presbyterian Nursery School</td>
<td>Mary Lou Alguire</td>
<td>315-339-7529</td>
</tr>
<tr>
<td>Griffiss Child Development</td>
<td>Christa Makuch</td>
<td>315-624-9930 x2523</td>
</tr>
<tr>
<td>CNY Developmental Service Office (DSO)</td>
<td>John Gleason</td>
<td>315-336-2300</td>
</tr>
<tr>
<td>St. John’s Lutheran Christian Pre-School</td>
<td>Randy Wilcox</td>
<td>315-336-2300</td>
</tr>
<tr>
<td>St. John’s Lutheran Christian Pre-School</td>
<td>Sheryl Roth</td>
<td>315-336-8090</td>
</tr>
<tr>
<td>Mohawk Valley Community College – Rome Campus</td>
<td>Mary Vescio</td>
<td>315-334-7700</td>
</tr>
</tbody>
</table>
Appendix 2:

District-wide Risk Determination

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

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

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

- Hostage Situation
- Kidnapping
- Intruder
- Threats of Violence
- Bomb Threat
- Civil Disturbance

<table>
<thead>
<tr>
<th>Site/situation</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School and Middle School</td>
<td>Science Labs</td>
</tr>
<tr>
<td>buildings</td>
<td></td>
</tr>
<tr>
<td>Roadways all sites</td>
<td>Route 365, Route 49 and Route 69 potential</td>
</tr>
<tr>
<td></td>
<td>transportation accidents</td>
</tr>
<tr>
<td>All School Buildings</td>
<td>Boiler Rooms</td>
</tr>
<tr>
<td></td>
<td>Food Preparation (Kitchens)</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Has your region ever been short of water due to <strong>drought</strong> conditions? Natural Hazard: Drought and Extreme Heat</td>
</tr>
<tr>
<td>2.</td>
<td>Have you ever felt an <strong>earthquake</strong> tremor while in your community? Natural Hazard: Earthquake</td>
</tr>
<tr>
<td>3.</td>
<td>Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire</td>
</tr>
<tr>
<td>4.</td>
<td>Have <strong>forest fires</strong> ever occurred within 25-mile radius of your district? Natural Hazard: ForestFire</td>
</tr>
<tr>
<td>5.</td>
<td>Do you live in a state having great or moderate risk from <strong>landslides</strong> occurring? Natural Hazard: Landslide</td>
</tr>
<tr>
<td>6.</td>
<td>Is your district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow</td>
</tr>
<tr>
<td>7.</td>
<td>Has your community ever experienced a <strong>winter storm</strong>? Natural Hazard: Winter Storms and Blizzards</td>
</tr>
<tr>
<td>8.</td>
<td>Are severe winter storms a frequent occurrence? Natural Hazard: Winter Storms and Blizzards.</td>
</tr>
<tr>
<td>9.</td>
<td>Is your community in an area visited by thirty or more <strong>thunderstorms</strong> per year? Natural Hazard: Severe Thunderstorms</td>
</tr>
<tr>
<td>10.</td>
<td>Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane</td>
</tr>
<tr>
<td>11.</td>
<td>Has your state ever been crossed by the path of a <strong>hurricane</strong>? Natural Hazard: Hurricane</td>
</tr>
<tr>
<td>12.</td>
<td>Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods</td>
</tr>
<tr>
<td>13.</td>
<td>Have <strong>floods</strong> or <strong>flash floods</strong> ever affected your home or community? Natural Hazard: Floods and Flash Floods</td>
</tr>
<tr>
<td>14.</td>
<td>Do <strong>tornadoes</strong> present a major or moderate risk to your region? Natural Hazard: Tornado</td>
</tr>
<tr>
<td>15.</td>
<td>Do you live in a western state that has been or might be affected by ashfall from a <strong>volcanic eruption</strong>? Natural Hazard: Volcanic Hazard</td>
</tr>
<tr>
<td>16.</td>
<td>Are there any factories, warehouses, or disposal areas near your community, which produce or use toxic chemicals or other <strong>hazardous materials</strong>? Technological Hazard: Hazardous Materials</td>
</tr>
<tr>
<td>17.</td>
<td>Is your district within a few miles of a main highway, waterway or railroad line? Technological Hazard: Transportation Accident</td>
</tr>
<tr>
<td>18.</td>
<td>Have major <strong>transportation accidents</strong> ever disrupted traffic patterns in your community? Technological Hazard: Transportation Accident</td>
</tr>
<tr>
<td>19.</td>
<td>Is your district within a fifty-mile radius of a <strong>nuclear power facility</strong>? Technological Hazard: Radiological Incident</td>
</tr>
<tr>
<td>20.</td>
<td>Are there any <strong>radioactive waste</strong> dumpsites in your state? Technological Hazard: Radiological Incident</td>
</tr>
<tr>
<td>21.</td>
<td>Are there any man-made <strong>dams</strong> built along the river nearest your district? Technological Hazard: Dam Disaster</td>
</tr>
</tbody>
</table>
Appendix 3:

Training, Drills, and Exercises

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

When appropriate, and at the discretion of the District-wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials. Drills will be evaluated by post-drill debriefing or written evaluation. Plans will be modified as a result of these evaluations. The following training, drills and/or exercises will be conducted in the 2016-2017 school year:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description of drill or exercise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring</td>
<td>“Go Home” drill - Students and Staff</td>
</tr>
<tr>
<td>As required by law</td>
<td>Fire &amp; Lockdown Drills - Students and Staff</td>
</tr>
<tr>
<td>Annual</td>
<td>Right-to-Know - Staff</td>
</tr>
<tr>
<td>Annual</td>
<td>Violence Prevention - Staff</td>
</tr>
<tr>
<td>Annual</td>
<td>Blood-borne Pathogens - Staff</td>
</tr>
</tbody>
</table>

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

II. The annual “Go Home” Drill will be conducted as determined by the District Superintendent in consultation with the superintendents of schools.
Appendix 4:

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

1. Civil Service exams given for security officer and security aide positions.

2. Select from successful candidates according to Civil Service rules.
   
   Set up interviews with security director, principal, personnel.

3. Training required prior to hire.
   
   New York State certification for security guards
   Child abuse training
Appendix 5
Rome City School District Incident Command

Incident Commander
Superintendent

Safety Officer
District Safety Officer

Public Information Officer
Superintendent

Incident Log
Secretary to Superintendent

Liaison
Plant Engineer

Operations
Building
Principals

Logistics
Central Office
Administrator

Planning
Emergency
Response
Team

Administration/Finance

U Incident Commander – Responsible for the direction of the District response in a District-wide emergency (Superintendent) or the building response in a building-level emergency (Building Administrator).

U Public Information Officer – Complies and releases information to the news media.

U Safety Officer – Monitors the District response in an attempt to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.

U Liaison – Represents the District by working with responding agencies (law enforcement, fire EMS, utilities, etc.) and other school districts that may be involved in the incident.

U Incident Log – Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.

U Operations – Responsible for directing the implementation of action plans and strategies for incident resolution.

U Logistics – Responsible for providing all resources (personnel, equipment, facilities, services) required for incident resolution.

U Planning/Intelligence – Responsible for collecting, evaluating and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.

U Administration/Finance – Responsible for all cost and financial matters related to the incident.
Appendix 6:
Rome City School District
Closest Response Agencies

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

<table>
<thead>
<tr>
<th>Agency</th>
<th>Telephone Nos.</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL EMERGENCIES</td>
<td>911</td>
<td></td>
</tr>
<tr>
<td>Rome Police</td>
<td>911 or 315-337-3311</td>
<td>Chief Kevin Beach</td>
</tr>
<tr>
<td>New York State Police</td>
<td>911 or 315-366-6000</td>
<td>Dispatcher</td>
</tr>
<tr>
<td>Rome Fire Department</td>
<td>911 or 315-339-7784</td>
<td>Chief Ronald Brement</td>
</tr>
<tr>
<td>Oneida County Sheriff</td>
<td>911 or 315-337-3710</td>
<td>Dispatcher</td>
</tr>
<tr>
<td>Ambulance – AMCARE</td>
<td>315-339-5600</td>
<td>Dispatcher</td>
</tr>
<tr>
<td>Rome Memorial Hospital</td>
<td>315-338-7000</td>
<td></td>
</tr>
<tr>
<td>Lee Center Fire Dept.</td>
<td>911</td>
<td></td>
</tr>
<tr>
<td>Rome Pediatric and Adolescent Assoc.</td>
<td>315-339-0401</td>
<td>Dr. Glantz – School Physician</td>
</tr>
<tr>
<td>Northland Communications</td>
<td>315-624-2000</td>
<td></td>
</tr>
<tr>
<td>National Grid (electric and gas)</td>
<td>800-642-4272</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power Outage 800-867-5222</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gas Emergency 800-892-2345</td>
<td></td>
</tr>
<tr>
<td>Rome Highway Department</td>
<td>315-339-7778</td>
<td>Ernest Conover (Streets and Water)</td>
</tr>
<tr>
<td>City of Rome Water &amp; Sewer Dept.</td>
<td>315-339-7773</td>
<td>Tony Nash (Water Department)</td>
</tr>
<tr>
<td></td>
<td>After hours: 315-339-7777</td>
<td></td>
</tr>
<tr>
<td>Child Abuse and Maltreatment</td>
<td>800-342-3720</td>
<td></td>
</tr>
<tr>
<td>Poison Control Center</td>
<td>800-222-1222</td>
<td></td>
</tr>
<tr>
<td>Crisis Services</td>
<td>315-732-6228</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 7:

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

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

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

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

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

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

Determine level of threat with Superintendent/Designee.
If the situation warrants, isolate the immediate area and evacuate if appropriate.
If necessary, initiate lockdown procedure, and contact law enforcement.
Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
APPENDIX 8:

Protective Action Options
The following actions will be considered in the event of an emergency as appropriate:
School cancellation prior to opening
Early dismissal
Shelter-in-place
Hold-in-place
Evacuate
Lockout
Lockdown

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

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

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

Sheltering/Lockdown (internal and external)
Determine the level of threat.
Determine location of sheltering depending on nature of incident if threat not imminent.
Initiate building lockdown procedure if threat imminent e.g. close/lock doors
Account for all students and staff. Report any missing staff or students to Superintendent.
Determine other occupants in the building.
Make appropriate arrangements for human needs.
Take appropriate safety precautions.
Establish a public information officer to provide information and current status of the situation to parents and other inquiring parties. Retain appropriate district personnel until all students have been returned home.
APPENDIX 9:
Notification and Activation (Internal and External Communications)

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

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

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

Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media including television channel(s) and radio station(s). Where practicable, phone trees will be implemented using the information provided on students’ emergency contact cards. In the event of certain large-scale emergencies, the NOAA weather radio emergency alert system may used.

MEDIA INFORMATION

**TV**

- Channel 2
- Channel 3
- Channel 9
- Channel 10
- Channel 11

**FM Radio**

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

**AM Radio**

- WIBX 950
- WKAL 1450
SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this “Agreement”) is made as of August 25, 2018 by and between the City of Rome, New York, Police Department, whose principal address is 301 North James Street Rome, New York 13440 (hereafter referred to as the “City”); and Rome City School District, whose principal address is 409 Bell Road, Rome, New York 13440 (hereinafter referred to as the “School District”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, by prior agreement between the School District and the City, the City of Rome Police Department provided trained officers to serve as School Resource Officers (“SROs”) for the School District for the 2017-18 school year; and

WHEREAS, the School District and City have determined that it is in their mutual best interests to extend the School Resource Officer agreement for an additional two (2) years, through the 2018-19 and 2019-20 school years on the terms set forth herein;

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

1. General Terms and Conditions.

   a. The City and School District enter into this Agreement for the purpose of placing City Law Enforcement Officer(s) on site at School District events to serve as SRO(s). The City will assign the SRO(s) to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.

   b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

   c. The SROs shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2. Purpose. The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with three (3) full-time SROs designated by mutual agreement of the City and the School District from the first day of the academic
year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

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

3. **Term.** The term of this Agreement is two (2) school years commencing on the first day of the School District’s academic year until the final day of that academic year. The first school year shall be the 2018-2019 school year, and the second school year shall be the 2019-2020 school year.

4. **Payment.**

   a. **SRO Compensation.** The City agrees to provide and to pay the SRO’s salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.

   b. **City Compensation.** The School District shall pay to the City a total annual amount of $200,000.00 for SRO services provided during the term of this Agreement in the following four (4) installments:

      1. January 1, 2019 - $100,000.00
      2. June 1, 2019 - $100,000.00
      3. January 1, 2020 - $100,000.00
      4. June 1, 2020 - $100,000.00

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

   c. **Event Compensation.**

      i. SRO(s): Where the School District desires to engage the services of an SRO beyond the daily schedule of 7:00 a.m. to 3:00 p.m., the City agrees to pay the SRO’s overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

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

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

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

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

   b. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested;

   c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.

   d. To the extent permitted by law and/or School District policy, provide designated SRO(s) with an office which includes access to a location for files and records that can be properly locked and secured.

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

   f. The School District acknowledges that SRO(s) may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. City Duties

   a. General Obligations of the City. The City will:
i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter. Such trainings should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students.

ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The City shall provide this data to the School District at least once each year during the term of this Agreement.

iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.

iv. Ensure that the SRO(s) spends at least seventy-five percent (75%) of on-duty in or around the site to which s/he is assigned.

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

i. Report directly to the City Police Chief or his/her designee.

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

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

iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

v. Report all violations of law, school rules, regulations or policies to school administration.
vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.

vii. Act as liaison with police and other emergency personnel.

viii. Build relationships by being a liaison between the police department and the School District.

ix. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.

x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals’ Constitutional rights, screen persons entering the building or school grounds.

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

xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.

xiii. Question any individual not having appropriate identification to ascertain his/her status.

xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.

xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, sale of illegal drugs, etc.

xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.

xvii. Educate potential school-age victims in crime prevention and safety.

xviii. Develop or expand crime prevention efforts for students.

c. Event Duties. Upon request of the School District, the City will provide police officer(s) for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and
property, and respond to and implement emergency services when required. Police service at these events shall be performed at an additional cost to the School District. Staffing for each event is assigned at the direction of the City Captain of Patrol. The City will continually assess the best methods for supplying security at School District events in a cost effective, but safe, manner. Police officers shall be assigned to School District events based upon: (1) experience with the student population and (2) utilization of a call rotation policy.

d. **All Duties.** SROs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer’s responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. **SRO Program Objectives.** The objectives of the SRO program are to:

a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.

b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:

   i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.

   ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.

c. Facilitate crime prevention, Law Enforcement, and security consultation;

d. Build lines of communication and promote positive attitudes between students and the City of Rome Police Department;

e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;

f. Provide a positive role model to the students; and
g. Provide education in Law Enforcement, as requested and appropriate.

8. **Qualifications of SROs.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO(s) shall meet the following qualifications:

   a. Be a full time, certified law enforcement officer by the State of New York with at least two years of law enforcement experience;

   b. Have excellent communication skills;

   c. Be able to relate well to children of all ages; and

   d. Possess good coordinating and planning skills.

9. **Fingerprinting and Criminal Clearance.** The City agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department’s Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited to, completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The City shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

10. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SRO’s acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys’ fees) related to either parties nonpayment and/or underpayment of
any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Rome City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

11. Absences and Replacements.

a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall make reasonable efforts to assign a replacement SRO and shall notify the Superintendent of the specific replacement SRO by 9:00 a.m. on the day in question, or that an officer will not be provided. The parties will gather data this year and discuss this provision next year at time of renewal.

b. Replacements and Removals. In the event that the Superintendent of Schools and/or the City determine that the work of a SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO’s assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

   i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate the SRO’s assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.

   ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long-term absences by the SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

12. Information Sharing.

a. By the School District. The School District will share relevant information about school safety issues with the SRO(s) including, but not limited to:

   i. Copies of School District and building safety/crisis plans;
ii. Codes of Conduct;

iii. Disciplinary policies including suspension/expulsion procedures;

iv. Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; and

v. Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

b. By the SRO(s). The SRO(s) will share relevant information about school safety issues with the School District including, but not limited to:

i. The SRO(s)’ monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);

ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;

iii. Any information pertinent to school safety and/or safety of individuals on school property; and

iv. Any training or educational opportunities for SROs or School District representatives relative to school safety.

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


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

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

16. **Search and Seizure Procedures.**

   a. The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

   b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO may observe on the School District’s behalf.

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

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

19. **Non-Appropriation.** Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately
terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.

20. **Termination.** This Agreement may be terminated upon sixty (60) days’ written notice to the other party at said party’s designated address. The parties further agree that this Agreement expires at the end of the 2019-2020 academic year without notice, unless otherwise extended. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.

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

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

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

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

25. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals the day and year first above written.

**CITY OF ROM**

[Signature]

Jacqueline M. Izzo, Mayor

**ROME CITY SCHOOL DISTRICT**

[Signature]

Peter C. Blake, Superintendent of Schools

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SCHOOL SECURITY OFFICER AGREEMENT

This School Security Officer Agreement (this “Agreement”) is made as of May 16, 2018 by and between the City of Rome, New York, Police Department, whose principal address is 301 North James Street Rome, New York 13440 (hereinafter referred to as the “City”); and Rome City School District, whose principal address is 409 Bell Road, Rome, New York 13440 (hereinafter referred to as the “School District”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District has a need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the School District desires to engage the service of four (4) officers on a rotational basis to serve in three (3) School Security Officers (“SSOs”) positions for the purpose of providing uniformed Law Enforcement presence in the designated schools as a deterrent to criminal behavior on the school campus and to promote a greater sense of safety and security within the school environment; and

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

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the Rome City Police Department to serve as SSOs under the specific terms and conditions of this Agreement;

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

1. General Terms and Conditions.

   a. The City and School District enter into this Agreement for the purpose of placing City Law Enforcement Officers on site at the School District to serve as SSOs. The City will assign the SSOs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.

   b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
reimburse the City for payment of said wages in an amount not to exceed $30 per hour + FICA/Medical, and Medicare costs paid by the City in connection with such overtime. Overtime compensation shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

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

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

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

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

   b. Train staff annually regarding appropriate role of SSO in schools, and appropriate conditions under which SSO assistance may be requested;

   c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.

   d. To the extent permitted by law and/or School District policy, provide designated SSO(s) with an office which includes access to a location for files and records that can be properly locked and secured.
ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.

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

iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

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

vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.

vii. Act as liaison with police and other emergency personnel.

viii. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.

ix. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals’ Constitutional rights, screen persons entering the building or school grounds.

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

xi. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.

xii. Question any individual not having appropriate identification to ascertain his/her status.

xiii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.

xiv. Develop or expand crime prevention efforts for students.

c. Event Duties. Upon request of the School District, the City will provide police officer(s) for School District events, including athletic events, in order provide a
c. Be able to relate well to children of all ages; and

d. Possess good coordinating and planning skills.

9. **Fingerprinting and Criminal Clearance.** The City agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department’s Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited to, completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The City shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

10. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SSO under this Agreement shall be performed in such capacity. The SSO shall not hold himself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SSO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SSO’s acts or omissions. As the SSO’s employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers’ compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys’ fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SSO assigned to the School District is under the direct supervision of the command officers of the Rome City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SSO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

11. **Absences and Replacements.**

a. **Absences.** In the event an assigned SSO is to be absent from work, the SSO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools, or his/her designee in the event the Superintendent of Schools is
b. **By the SSO(s).** The SSO(s) will share relevant information about school safety issues with the School District including, but not limited to:

i. The SSO(s)' monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);

ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;

iii. Any information pertinent to school safety and/or safety of individuals on school property; and

iv. Any training or educational opportunities for SSOs or School District representatives relative to school safety.

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

14. **Indemnification.**

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

b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SSO(s), or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims,
otherwise extended. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.

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

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

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**CITY OF ROME**

Jacqueline M. Izzo, Mayor

SEAL

**ROME CITY SCHOOL DISTRICT**

Peter C. Blake, Superintendent of Schools

SEAL

APPROVED MAY 1 0 2018