



East Syracuse Minoa School District District-Wide School Safety Plan 2024-2025

- Reviewed by District Project SAVE Committee May 13, 2024
- Public Hearing June 10, 2024
- BOE Discussion on June 10, 2024
- Utica National School Safety Excellence Award - Titanium Level - April 15, 2024, Board of Education Meeting

**Approved by the Board of Education
on July 8, 2024**

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I. Introduction and General Considerations

a. Purpose

Section 2801-a of the Education Law and Section 155.17 of the Regulations of the Commissioner of Education require school districts 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. On the recommendation of the Superintendent of Schools, the East Syracuse Minoa Central School District Board of Education appointed a District-Wide Safety Committee and charged it with the development and maintenance of the District-Wide School Safety Plan. The plan provides standard procedures to guide students and staff of the School District when responding to an emergency. It also sets forth the protocols necessary to familiarize staff and students with standard response procedures. The plan has been reviewed and revised to address the newly-applicable requirements of the Workplace Violence Prevention Act (or “WVPA”), including but not limited to identifying and remediating workplace conditions that may be risk factors for the incidence of workplace violence.

The district-wide plan is responsive to the needs of all schools within the district and is consistent with more detailed emergency response plans required at the school-building level. Districts are at risk of a variety of acts of violence or natural and technological disasters. The State of New York has enacted the Safe Schools against Violence in Education (SAVE) law to address these threats. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response and recovery, with respect to a variety of emergencies in the school district and its schools. The East Syracuse Minoa School District supports the SAVE legislation and has engaged in a planning process for compliance with the legislation.

b. District-wide Safety Team

The East Syracuse Minoa Central School District Board of Education has appointed a District-Wide School Safety Committee consisting of, but not limited to, representatives of the school board, students, teachers, administrators, parents, school safety personnel and other school personnel. Additionally, each school building within the district has identified a school safety team specific to its building.

c. Plan Development, Adoption and Review

This plan will be reviewed periodically during the year and will be maintained by the District Wide School Safety Committee. The required annual review will be completed on or before September 1 of each year and submitted to the Board of Education for approval. After its adoption by the Board of Education, a copy of the plan will be available at the District Office and posted on the District website.

Pursuant to Commissioner's Regulation 155.17 (e) (3), this original plan was made available for public comment 30 days prior to its adoption. The School Board adopted the district-wide and building-level plans only after a public hearing was provided for the participation of school personnel, parents, students and other interested parties. The plan was formally adopted by the Board of Education. Building-Level Emergency Response Plans shall be confidential while linked to the District-Wide School Safety Plan. They shall not be subject to disclosure under Article 6 or the Public Officers Law or any other provision of law in accordance with Education Law Section 2801-a.

d. District Chain of Command

The Deputy Superintendent is hereby designated as the District’s Chief Emergency Officer (CEO). The CEO is responsible for the following:

1. Coordinating communication between school staff and law enforcement and first responders.
2. Leading the efforts of the District-wide School Safety Team in the completion and yearly updating of the District-wide School Safety Plan and the Building-Level Emergency Response plans for each school building by the date designated by the Commissioner and the coordination of the District-wide Plan with the Building-level Emergency Response Plans.
3. Ensuring staff understanding of the District-wide School Safety Plan.
4. Assisting in the selection of security related technology and development of procedures for the use of such technology.
5. Coordinating appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan.
6. Ensuring the conduct of required evacuation and lock-down drills in all district buildings as required by the Education Law.

When the CEO has been notified that an emergency exists, he/she will serve as the “Incident Commander,” activating the appropriate procedures, directing the emergency response actions and coordinating with emergency responders. In his/her absence, the responsibility will fall to the Superintendent’s designee, as outlined in the Chain of Command below.

Chain of command for the school district shall be as follows:

Dr. Donna J. DeSiato, Superintendent.....	315-434-3012
Grenardo L. Avellino, Deputy Supt. – Chief Emergency Officer ..	315-434-3006
Katherine Skahen, Executive Dir. of School Bus. Administration.....	315-434-3004
John Young, Director of Facilities.....	315-434-3001

II. Risk Reduction, Prevention and Intervention

a. Prevention and Intervention Strategies

The School District has implemented the following strategies in an attempt to prevent violent incidents:

1. School Resource (SRO) & Special Patrol Officers (SPO) for all school buildings
2. SRO/SPO trained per the Manlius & Dewitt Police Departments throughout the year
3. Implementation of the Workplace Violence Prevention Act
4. Workplace Violence Prevention Act WalkThroughs, Incident Report and Program on Staff Intranet
5. Restorative Practices throughout all school buildings
6. Sources of Strength
7. Staff trained in CPI (Crisis Prevention Intervention)
8. Plan to implement the training of staff in TCI (Therapeutic Crisis Intervention)
9. Safety Monitors who serve in a school safety capacity in hallways

b. Early Detection of Potentially Violent Behaviors

Improving Communications with Staff, Students and Families:

The district has developed several strategies to deal with improved communication among staff, students and families. These are described in detail in the building-level emergency response plans. In addition, each school has protocols in place for reporting incidents of school violence.

Families are encouraged to use the Principal Hotline at the High School and anonymously report to the building principals of the other schools. Families have utilized Parent Square and email as well.

c. Training Drills and Exercises

The School District has implemented the following training programs to provide emergency preparedness training for all staff and students:

1. Training for Personnel: District-wide and Building-Level plans with staff annually, instruction on emergency procedures provided annually to students.
2. Multi-Hazard School Safety Training: Right to Know, Hazard Communication & Blood Borne Pathogens - Exposure Control Training, Fire Safety, Incident Command Training with local law enforcement/emergency responders, Workplace Violence Prevention Program, Active Shooter Training, Technology Training KnowBe4, Dignity for All Students Act Employee Training and Mental Health Awareness Employee Training.
3. Emergency Drills and Exercises: A minimum of 8 Fire Drills and 4 Lockdown Drills per school/per school year, Early dismissal and evacuation drills in accordance with SED Regulations, and tabletop drills with staff and emergency responders/law enforcement.

Conduct of Drills:

The Superintendent of Schools shall be responsible for determining the nature and frequency of drills to be conducted with respect to this plan. At a minimum, exercise and drills must be:

- a. Conducted at least once every school year.
- b. Inclusive of transportation and communication procedures.
- c. Held with at least one week's notice to parents or guardians.
- d. Include multi-hazard training for staff and students which will be conducted under each building-level emergency response plan.
- e. Utilize tabletop exercises in addition to coordinated exercises with local and county emergency responders and preparedness officials.
- f. If requested, the Emergency Response Team will assist the District in conducting drills and evaluating the response in order to improve the overall level of school emergency plans.

- g. When conducting a drill, it must ALWAYS be announced that this is a DRILL and NOT AN EMERGENCY.
- h. A minimum of twelve (12) drills must be conducted each school year. Four (4) of the drills must be lock-down drills. A minimum of eight (8) drills must be conducted by December 31st of each school year. The eight can be any combination of fire and lock-down drills.

d. Implementation of School Security and Duties of School Safety Personnel

The District has implemented the following school security procedures, protocols and devices:

1. Basic Security Procedures: Single Point of Entry, Identification Badges
2. Visitor Access: All School Buildings utilize the Raptor System. The Raptor System keeps potential threats out by instantly screening each visitor’s government-issued ID card against the sex offender registries in all 50 states and unlimited custom databases.
3. Duties, training, screening and hiring of Safety Monitors and others working in a school safety capacity:

The duties of all personnel, including Safety Monitors who serve in a school safety capacity are described in the school-specific building-level emergency response plans.

The district will provide annual training as noted below:

1. Any person or agency who has been assigned a position or area of responsibility in this plan will have appropriate training.
2. Training for all District staff, **including transportation personnel**, will be conducted annually to insure school staff and students understand emergency procedures, and include any changes to school plans and will include training on violence prevention and mental health services.
3. Personnel newly hired by the district will receive training as indicated in items 1 and 2 above.
4. Other agencies participating in this plan (e.g., police, fire, EMS) will conduct appropriate training on this plan.
5. Emergency services agencies and the District will cooperatively conduct emergency simulations to test the district-wide and school-specific emergency response plan. Periodic exercises will ensure the ability of participants in this plan to respond to emergencies and reveal shortcomings in the plan. Such training may include “tabletop exercises” where participants do a verbal walk-through of an emergency response situation. The Emergency Response Team is available to assist in coordinating these simulations. This training is also referenced in Sections BB and CC.

6. Parents will be provided training on building and District Safety and Security, including monitoring of social media and cell phone use by students at home.

All individuals who serve in a school safety capacity will be screened in accordance with the Project S.A.V.E. legislation and local Board of Education Policies. This includes background checks and fingerprinting as required by such laws, regulations and Board policies.

4. School Resource Officers: Duties, reference SRO Agreement is included as Appendix I
5. Security Devices: Card access/swipe, door buzzers/cameras, other security cameras-interior and exterior, Blue Light System, alarms, panic buttons.
6. Other Security: Engineering controls, Increased lighting, security Hardware, Eliminating isolated work areas, Eliminating excessive “cash on hand” by installing drop safe, patrols by law enforcement, SRO or other security officers, district wide radio access for all SRO/SPO radios.

e. Hazard Identification

The School District has evaluated workplace locations for risk factors such as inadequate lighting, physical isolation, and employees working without the presence of other employees nearby after hours. See the Workplace Violence Risk Assessment: Appendix K for risk factors that have been identified to exist. The School District has taken the following measures to alleviate the identified risks: See pages 164 - 166 of the Workplace Violence Prevention Program in this Project SAVE document for measures taken as action steps.

III. Response Procedures

a. Notification and Activation During an Emergency

In an emergency, the appropriate responsible staff member will contact 911 for fire, EMS, or law enforcement response. In the event of a broad scale emergency, it may be necessary to contact local government agencies such as the Highway Department, the Onondaga County Department of Emergency Management, the Onondaga County Fire Bureau and/or the Onondaga County EMS Bureau as dictated by the situation.

b. Identification of Resources and Assistance from Local Government Agencies

Commitment of Resources:

The district will commit whatever resources are needed to deal with emerging situations affecting the health and welfare of students and staff. For example, a weapons detection system at the Central High School began as a pilot and is no longer in pilot status, it is utilized daily. Based on the pilot test results, planning will proceed for this equipment to be installed in other District schools. In addition, Vape detectors are installed in bathrooms at the Central High School and Pine Grove Middle School. The District has also hired Special Patrol Officers (SPOs) for Pine Grove Middle School and Central High School to enhance safety and security measures currently in place.

c. Emergency Response Procedures and Protocols

1. General Response Protocols

All Building Level Emergency Response Plans guide this section. A confidential list of all plans and District Building Profile are kept in the Deputy Superintendent's office in a binder.

2. Threats of Violence, Acts of Violence, Bomb Threats, Hostage-Takings, Intrusions and Kidnappings

The School District is committed to the prevention of violence against any individual or property in the schools, on school property or at school activities whether such acts and/or threats of violence are made by students, staff, or others. Threats of violence against students, school personnel and/or school property will not be tolerated whether or not such threats occur on school grounds or during the school day. Any person who commits an act or threatens an act of violence, including bomb threats, whether made orally, in writing, by email, or other mode of communication, shall be subject to appropriate discipline in accordance with applicable law, District policies and regulations, as well as the Code of Conduct on School Property and collective bargaining agreements.

The District refuses to condone acts and/or threats of violence which threaten the safety and wellbeing of staff, students, visitors and/or the school environment. Employees, students, agents and invitees shall refrain from engaging in threats or physical actions which create a safety hazard for others. All staff who are made aware of physical acts and/or threats of violence directed to students or staff are to report such incidents to the Building Principal/designee. Local law enforcement agencies may be called as necessary upon the determination of the Principal.

Students are to report all acts and/or threats of violence, including threats of suicide, of which they are aware by reporting such incidents to a faculty member or the Building Principal. The District reserves the right to seek restitution, in accordance with law, from the parent/guardian and/or student for any costs or damages which had been incurred by the District as a result of the threats or acts of violence in the schools. This policy will be enforced in accordance with applicable laws and regulations, as well as collective bargaining agreements and the Code of Conduct. Appropriate sanctions for violations of this policy by students will be addressed in the Code of Conduct.

3. State Disaster Emergency – Communicable Disease

Whenever, upon investigation and evaluation by the Director of School Health Services or other health professionals acting upon direction or referral of the director, a student in the public schools shows symptoms of any communicable or infectious disease reportable under the public health law that imposes a significant risk of infection of others in the school, he/she shall be excluded from the school and sent home immediately, in a safe and proper conveyance.

The Director of School Health Services shall immediately notify a local public health agency of any disease reportable under the public health law. Following absence on account of illness or from unknown cause, the Director of School Health Services may examine each student returning to a school without a certificate from a local public health officer, a duly licensed physician, physician assistant, or nurse practitioner. The Director of School Health Services, or other health professionals acting upon direction or referral of the director, may make evaluations of teachers and any other school employees,

school buildings and premises as, in their discretion, they may deem necessary to protect the health of the students and staff. Regulations and procedures will be developed for dealing with communicable diseases (including, but not limited to, pandemic flu) in ways that protect the health of both students and staff while minimizing the disruption of the education process.

4. Emergency Remote Instruction Plan

The East Syracuse Minoa Central School District may provide Emergency Remote Instruction for students in the following circumstances:

- extraordinary adverse weather conditions;
- impairment of heating facilities;
- insufficiency of water supply;
- shortage of fuel;
- destruction of a school building; or
- a communicable disease outbreak.

In such cases, the District remains in session and the Superintendent certifies to the New York State Education Department that an emergency condition existed on a previously scheduled session day and the District was in session and provided remote instruction consistent with the district's emergency remote instruction plan.

Remote instruction means instruction provided by an appropriately certified teacher who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher.

Remote instruction shall encompass synchronous instruction provided through digital video-based technology and may also include asynchronous instruction intended to complement synchronous instruction. Digital video-based technology includes online technology and videoconferencing technology.

Remote instruction may encompass non-digital and audio-based asynchronous and/or synchronous instruction where such instruction is more appropriate for a student's educational needs.

Non-digital and/or audio-based instruction means instruction accessed synchronously and/or asynchronously through paper-based materials where the student-to-teacher interaction occurs on other audio platforms.

Asynchronous instruction means instruction where students engage in learning without the direct presence (remote or in-person) of a teacher.

Synchronous instruction means instruction where students engage in learning in the direct presence (remote or in-person) of a teacher in real-time.

Asynchronous instruction will be supplemental to synchronous instruction.

The District will provide access to digital technologies for all students.

The District has established policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction and policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity. The Superintendent or her/his designee shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity to inform the emergency remote instruction plan. The Superintendent shall report to the Commissioner, no later than June 30 of each school year, on a form and format prescribed by the Commissioner, the results of the survey on student access to computing devices and access to internet connectivity.

Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions will be as follows:

Standards Aligned Instruction

Expectations:

- Teachers are expected to follow the documented scope and sequence of each course/class
- Teacher will identify essential standards based on specific identification criteria
- Teachers will collaboratively determine the scope and sequence of curriculum delivery to ensure cohesiveness
- Teachers will develop student friendly learning targets for each standards within departments

Potential Professional Learning Needs:

- Criteria for identifying essential standards
- Developing student friendly learning targets (shared document with standards and learning targets)

Regular and Substantive Interaction

- All teachers will be expected to meet with students every day. (Live Instruction Daily)
- Identify best instructional practices while being mindful of safety/social distancing protocols (i.e. group work, partners, one to one teacher support, small group instruction)
 - Students in remote learning will continue to receive daily synchronous and asynchronous instruction

Potential Professional Learning Needs:

- Instructional best practices to enhance student collaboration and individual teacher support

Identify Expectations for synchronous / asynchronous interactions

- Teachers will use Google Classroom for sharing and assigning information, work, and materials with students

Synchronous Learning:

- All teachers will be expected to meet with students every day (Live Instruction Daily) following the regular school schedule for the entire class period
- Teachers will take attendance by the end the class period to determine who was present or absent
- Robocall at the end of day indicating the child was absent from some or all of classes that day
- Teachers will create opportunities for students to ask questions, work in small groups, etc.

- Live direct instruction is with a teacher, while following a gradual release of responsibility model.
- The teacher will present focused instruction, guided instruction, collaborative learning and independent learning.
- Teachers will record live sessions to ensure students not in attendance have access to missed instruction
- Students engage in course activities following the regular schedule, requiring that everyone be online for a scheduled event.
- Students will be at their computer and following their regular schedule for “live” instruction by their classroom teacher.
- Students will be video and audio conferencing with their teacher and classmates while engaging in large group and break-out, small group sessions

Asynchronous Learning:

- Students will have time to complete assignments related to the teaching during synchronous instruction, while they are not in-person or in synchronous learning.
- Students will refer to prerecorded live sessions from their teachers when they’re not able to attend live sessions
- Students are expected to attend AIS/Special Education/Related Services at their scheduled time.

Special Education and Related Services:

Special education and related services will be provided to students with disabilities and preschool students with disabilities remotely, as applicable, in accordance with their individual education programs to ensure the continued provision of a free appropriate public education.

The estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions will be as follows:

Grades K-5	985
Grades 6-8	1004
Grades 9-12	1020

This framework for synchronous and asynchronous instruction for students is based on the East Syracuse Minoa Central School District Reopening Plan approved by the Board of Education on May 8, 2023.

IV. Recovery

Once the Building-Level Emergency Response Plans have responded to the immediate crisis, a Post-Incident Response Team will be called upon to deal with the aftermath of the incident as needed. Procedures for the use of the team and its call to action are stated in the Building-Level Emergency Response Plans. The Post Incident Response Team will complete an After-Action Report (and send it to the Chief Emergency Officer).

a. Post-Incident Guidelines

After an emergency or act of violence has occurred, School Principals will evaluate the need for student and staff counseling and report to the Chief Emergency Officer, or designee.

Debriefing Sessions, Following the Implementation of Emergency Plans

- Within 48 hours of the implementation of emergency plans, a debriefing session will be conducted at the direction of the Chief Emergency Officer.
- The individuals to be involved in this debriefing session will vary by each situation and may include school principal, representatives of teaching staff, school nurse, parents, school bus drivers, clerical staff, custodial staff, other appropriate administrators. Local and/or State emergency and law enforcement officials, and students.
- A written report of the debriefing session is to be prepared to include, but not limited to, a list of specific recommendations on how to improve upon procedures. A copy of this report is to be presented to the District-Wide School Safety Team and made available to staff, parents and any other interested district resident, upon request.

Provision for Routine Review and Revision of the Plan and Procedures

- This District-Wide Safety Plan is to be reviewed with appropriate revision, if any, following each incident and debriefing session.
- The plan is subject to review annually.
- Revisions of this plan will be subject to Board of Education approval.

Staff Development, Student Training and Parent Information

- School Principals will review the School Emergency Response Plan procedures with all staff at least twice per year and after any incident.
- The Director of Facilities, in consultation with the New York State Police, will provide guidelines and training to custodial staff for each school.
- The Chief Emergency Officer will provide annual training to the district administrative staff on current procedures and practices in handling emergencies.
- Parent handbooks will include information and procedures to be followed when removing a child from school, including during emergency situations.
- Faculty, staff and student handbooks will include information on responding to emergency procedures.
- Routine evacuation and lockdown drills will be conducted during the school year.

b. Post-Intervention Objectives

Student Support

- Counseling students individually, or in small groups, determined by the needs of the students.
- Providing mental health or suicide assessments when needed.
- Contacting parents when indicated.
- Referring students who need ongoing support to the crisis manager in the school.
- Providing outreach to students who are isolated in the hallways or other areas that do not come to a designated counseling area.
- Evaluating students who are referred by concerned staff, administration, family members or peers.

Staff Support

- Counseling staff individually or in small groups, determined by the needs of the staff.
- Providing a counselor to be present in classrooms when requested by school staff.
- Aiding in the establishment of a support group when asked.

Administrative Support

- Consultation with school administrators and student support team members on issues as variable as general post-intervention procedures as well as issues more specific to the occurring situation, such as memorializing.
- Help formulate the statement read to faculty and students identifying the crisis.
- Other administrative support, as needed or requested.

APPENDIX A

District Resources Staff Certified in First Aid CPR / AED

2023-2024 CPR/AED & First Aid Certifications – Athletic Dept.

NAME	Teach	Season	First Aid	AED/CPR
Ajsic, Sifet	NO	Fall	11/19/2023	6/23/2024
Almonte, Daniel	YES	Spring	03/21/2025	03/10/2024
Bachta, Todd	YES	Fall	6/22/2024	6/17/2023
Bright, Kendall	YES	Fall	12/9/2023	12/9/2022
Brzostek II, David	NO	Fall	06/30/2025	06/23/2024
Carr, Mark	YES	F/Wntr/Sprg	11/19/2023	6/17/2023
Casaletta, Cody	YES	Spring	2/29/2023	3/10/2024
Cayea, Lindsey	YES	Spring	3/5/2023	3/10/2024
Ciciarelli, David	NO	Fall	06/30/2025	06/23/2024
Cline, Jake	YES	Wntr & Spring	10/28/2023	9/14/2022
Coleman, Maureen	YES	Spring	03/14/2025	03/10/2024
Commisso, Nicholas	NO	Fall	6/30/2025	6/14/2023
Dadey, Matthew	YES	Winter	6/22/2024	6/14/2023
deBerjeois, Michael P.	YES	F/Wntr/Sprg	11/19/2023	6/14/2023
Dunham-Jones, Jerome	YES	Spring	6/22/2024	6/15/2023
Eschbacher, Michael J.	YES	F/Wntr/Sprg	9/24/2023	6/14/2023
Fekos, Dimitrios	NO	Fall	6/22/2024	6/17/2023
Felicia, Denise L.	YES	F/Wntr/Sprg	6/22/2024	6/14/2023
Ferris, Michael N.	YES	F/Wntr/Sprg	11/19/2023	6/14/2023
Galuski, Gregory	YES	Spring	6/30/2025	6/17/2023
Germain, Todd	YES	Spring	03/15/2025	06/21/2023
Gigliotti, Joseph	YES	Fall & Spring	6/30/2025	6/15/2023
Gorney, James F.	YES	Spring	11/19/2023	6/14/2023
Graham, Stephen R.	YES	Fall & Winter	6/22/2024	6/15/2023
Halligan, Kimberly E.	YES	Fall	11/19/2023	6/14/2023

Harris, Kathryn A.	YES	Fall & Spring	11/19/2023	6/15/2023
Hayes, Jeffrey	YES	Fall & Spring	03/10/2024	03/14/2025
Herrington, John R.	YES	Fall & Spring	11/19/2023	6/14/2023
Herrington, Pamela J.	YES	Fall & Spring	11/19/2023	6/14/2023
Herrington, Robert M.	YES	Winter	11/19/2023	6/15/2023
Houck, Paul A.	YES	Trainer	5/19/2023	5/19/2023
Keough, Timothy	YES	Winter	6/30/2025	6/14/2023
Kershner, Jennifer	YES	Spring	08/20/2024	08/20/2023
Keysor, Brad	NO	Fall	06/30/2025	06/23/2024
Kilpatrick, James V.	YES	Winter	11/19/2023	6/15/2023
Leo, James E.	NO	Winter	11/19/2023	6/14/2023
Linton, David M.	NO	Spring	11/19/2023	6/15/2023
Manfredo, Paul A.	YES	Trainer	4/27/2023	4/27/2023
Maring, Bridget	YES	Spring	03/14/2025	03/10/2024
Markis, Katie	NO	Fall	6/30/2025	6/15/2023
McCoy, Jonathan R.	YES	Spring	11/19/2023	6/17/2023
McInerney, Michelle	NO	Spring	11/19/2023	6/14/2023
McIntosh, Michael	YES	Fall & Winter	6/22/2024	6/15/2023
Meola, Lucia	YES	Fall	6/30/2025	6/14/2023
Michaud, Kevin	YES	Spring	3/10/2023	3/10/2024
Moss, Dustin	NO	Winter	11/19/2023	6/14/2023
Nabinger, Tina	YES	Fall	08/25/2024	08/25/2023
Neff, Kevin A.	YES	F/Wntr/Sprg	11/19/2023	6/14/2023
Neuhaus Lindner, Lindsey B.	YES	Fall & Winter	11/19/2023	6/15/2023
Para II, Keith	NO	Spring	11/19/2023	9/14/2022
Piraino, Martin W.	YES	Winter & Spring	11/19/2023	6/15/2023
Planty, Nicole	YES	Fall/Winter	6/22/2024	9/14/2022

Poniros, Christopher	NO	Trainer	6/20/2023	6/20/2023
Pounds, Michael	YES	Winter	6/22/2024	6/17/2023
Renk (Landry), Alyssa	NO	Fall	6/30/2025	6/15/2023
Rybczak, Alexander	YES	Fall & Winter	6/30/2025	6/15/2023
Salvador, Patrick	NO	Fall	06/30/2025	06/23/2024
Scott, Carolyn	YES	Spring	6/22/2024	6/17/2023
Sealy, Paul	NO	Fall	6/30/2025	6/14/2023
Smith, James T.	YES	Spring	11/19/2023	6/14/2023
Staub, Christopher J.	YES	Winter & Spring	11/19/2023	6/15/2023
Stuper, Adam E.	YES	Winter	6/22/2024	6/15/2023
Suddaby, Wayne A.	YES	Fall	11/19/2023	6/15/2023
Tousaw, Richard	YES	Fall	08/25/2024	08/25/2023
Trivelpiece, Mark W.	YES	F/Wntr/Sprg	6/22/2024	6/15/2023
Underwood, Eyan	YES	Fall/Wntr/Spring	11/19/2023	6/23/2024
Vinette, Mark	YES	Fall	8/3/2024	8/3/2023
Vollmer, Jaime M.	YES	Fall	11/19/2023	6/15/2023

2023-2024 NURSES First Aide, CPR/AED Certification

NAME	Title	Season	First Aid	AED/CPR
Katie Stark	Nurse	SY	RN	11/2023
Patty Arnold	Nurse	SY	RN	11/2023
Elisabeth Lewis	Nurse	SY	RN	11/2023
Kathy Adams	Nurse	SY	RN	11/2023
Pat Auger	Nurse	SY	RN	11/2023
Marriana Stenta	Nurse	SY	RN	11/2023
Kyleigh Kinney	Nurse	SY	RN	11/2023
Cheryl English	Nurse	SY	RN	11/2023

APPENDIX B

Character Education Initiatives 2024-2025



Project SAVE

2024-2025

Character Education Initiative
Prevention and Intervention
Multi-Tiered Systems of Support
Social Emotional Learning

“A classroom environment created by a focus on character allows for more uninterrupted instruction time.”

“Character Education is the umbrella for which we address violence prevention.”

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I. Introduction

From the *Safe Schools against Violence in Education* (“Project SAVE”) public forums, led by the previous Lieutenant Governor Mary O. Donohue, this definition of CHARACTER EDUCATION was disseminated:

“Character Education is the deliberate effort to help people understand, care about, and acts upon core ethical values.” It is based on the following premises:

1. Destructive behaviors have a common core: the absence of good character.
2. People do not automatically develop good character. Intentional and focused efforts must be made to foster the character development of the young.
3. Good character consists of moral knowing, moral feeling, and moral action.
4. The core ethical values are not mere subjective preferences. They are rooted in our human nature and express our common humanity.

Character is defined comprehensively to include thinking, feeling, and behavior. “The two great goals of education: growing academically and becoming the best people we can be!”

Character Education shall instruct students on the principles of:

- Honesty
- Tolerance
- Personal responsibility
- Respect for others
- Awareness and sensitivity to discrimination and/or harassment as defined in the Dignity for All
- Students Act
- Civility in relation to people of different races, gender, national origins, ethnic groups, religions, religious practices, physical or mental abilities, sexual orientation or weight
- Observance of laws and rules
- Courtesy
- Dignity, and other traits which will enhance the quality of students’ experiences in, and contributions to, the community
- Safe and responsible use of the Internet and electronic communications

II. Strategic Plan

At ESM, we recognize the critically important connection of building the internal thinking habits of our students and staff with skill development that empowers all for success today and tomorrow.

Increasing Student Connectedness:

- Adult Support
- Belonging to a positive peer group
- Commitment to Education
- School Environment

Identifying dispositions as critically important for our students comes from our long-term alignment with Stephen Covey's 7 Habits of Highly Effective People. Stephen Covey's dispositions work connects our dispositions with the way we see our world, which then impacts what we do, which in turn shapes our results.

We focus on building the positive dispositions of our students and staff through multiple practices at ESM, including the teaching of 7 Habits of Happy Kids, the 7 Habits of Highly Effective Teens, and the 7 Habits of Highly Effective People. Our curriculum at ESM includes targeted Habits of Mind in our instructional units that are framed with the Thoughtful Classroom instructional framework. Our instructional and leadership staff all use Harvey Silver's Thoughtful Classroom framework and resources. Through the Positivity Project, Responsive Classroom, PBIS and Richard and Becky DuFour's Professional Learning Communities, we prioritize our teaching, reinforcing and celebrating positive dispositions in our students and staff.

A. Dispositions: The internal motivation to:

- Be open minded and flexible in thinking
- Listen with understanding and empathy
- Desire continual learning: Persist and persevere
- Manage choices and impulsivity
- Understand and manage personal relationships
- Think about thinking
- Be brave and take responsible risks
- Think interdependently with clear communication
- Create, innovate, imagine
- Be curious and question; Find humor
- Be grateful and respond with wonderment and appreciation

- Desire integrity and honesty

B. Stephen Covey's 7 Habits of Highly Effective People: Consistent focus on a number of critical factors build a common vision and sustains trust and commitment with our community, including the deep implementation of Stephen R. Covey's 7 Habits of Highly Effective People (Cover, 2004) These habits provide structure for putting our beliefs into actions.

1. Be Proactive

Recognize how choices based on personal experiences or beliefs can profoundly impact your effectiveness, both positively and negatively.

- Involving our students, staff and community in the planning, implementation and monitoring of our priorities in the ESM strategic plan
- Staying focused on our "Circle of Influence", which are those things we can influence
- Modeling and teaching positive behavior

2. Begin with the End in Mind

Develop a clear definition of what is and is not important to you by creating the most important road map you'll ever have.

- Having an unrelenting focus on what is best for our students; now and in their future
- Consistently communicating, building and maintaining our ESM vision, mission and beliefs
- Continually reflecting on and evaluating existing programs, our team and individual actions, and next steps for improvement based upon our ESM vision, mission, beliefs and priorities within the ESM Strategic Plan

3. Put First Things First

Increase the balance and fulfillment of your professional and personal life by investing a few minutes each day in the same planning process used by many of the world's most successful people.

- Aligning school and department improvement plans and personal growth plans to the ESM Strategic Plan
- Aligning all of our decisions and actions with our mission, vision and beliefs
- Aligning the budget to the ESM Strategic Plan
- Intentional focus on learning, creative thinking and relationship building

4. Think Win-Win

Build a team that finds faster and better solutions through clear expectations, shared responsibilities, and an understanding of priorities.

- Seeking mutually beneficial relationships by valuing and respecting others' ideas
- Approaching all partnerships with students, parents, families, staff and our community with mutual respect to meet common goals

5. Seek First to Understand, Then Be Understood

Develop the skills of effective communication that lead to greater influence and faster problem solving.

- Communicating with each other to align decisions and actions with vision, mission and beliefs
- Developing and sustaining collaborative partnerships with families and community-based partners
- Expanding and strengthening collaborative partnerships with higher education institutions and employers to extending learning opportunities for our students and build capacity for our employees

6. Synergize

Value and celebrate differences and understand how they contribute to more innovative and intelligent solutions.

- Through combining strengths of our students, staff and community, positive teamwork and collaboration, greater results are achieved than we could have achieved independently.
- Deep and consistent implementation of Professional Learning Communities helps us achieve more than any of us can do individually

7. Sharpen the Saw

Maintain and increase your newfound effectiveness by continually renewing yourself mentally and physically.

- Celebrating our successes, balancing and renewing our resources, and focusing on service

8. Find your Voice and Inspire Others to Find Theirs

- Emphasizing students’ voices, aspirations, and ideas in continually shaping our ESM Strategic Plan and guiding reflections
- Empowering parents/caregivers and family members to embrace partnership and continuous learning as a priority

C. Social Emotional Core Competencies - Universal Programming - Tier 1

The District will focus on social emotional learning to help students learn the essential skills that affect every area of their lives, including how to manage emotions and how to establish and maintain positive relationships.

In accordance with New York State’s approved ESSA Plan, the District will “ensure that all students have access and support for their social emotional well being.”

The focus will be on the core competencies: (see graphic next page)

III. Multi-tiered Systems of Support - Universal Programming

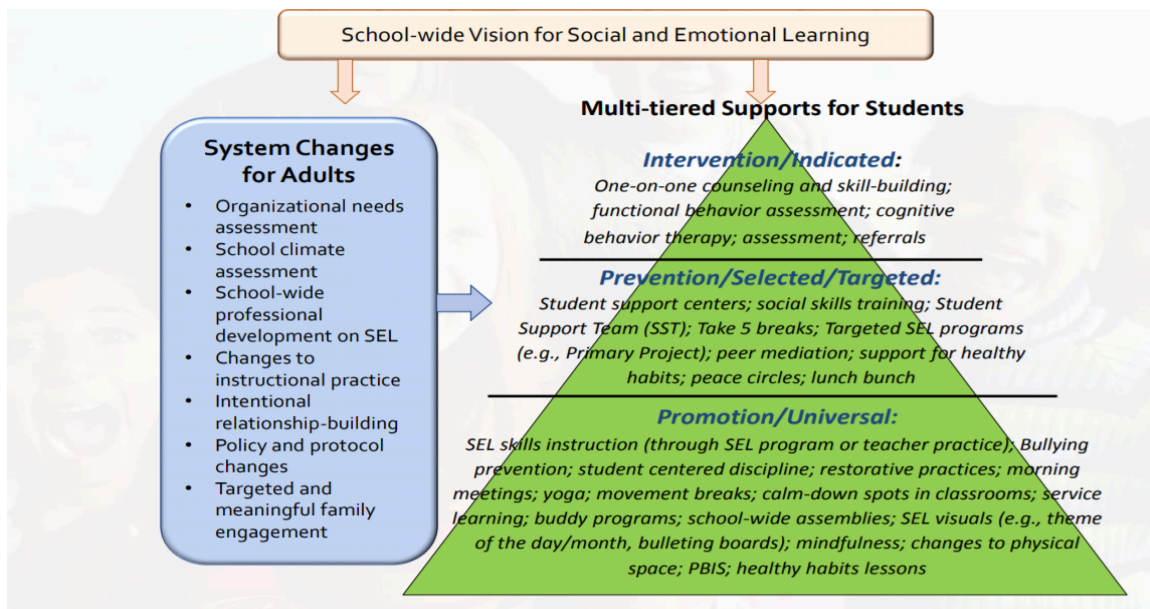
The ESM School District Embraces a Multi-tiered System of Support (MTSS). MTSS is embedded into the “Plan, Do, Study, Act” portion of our strategic plan. We believe that all students benefit from Tier 1 support, some students need Tier 2 support and a few students need Tier 3 support. The district employs various strategies and evidence based practices and programming to address the needs of students.

Social Emotional Five Core Competencies

- Self-Awareness
- Self-Management
- Social Awareness
- Relationship Skills
- Responsible Decision-Making



CASEL, 2018



NYS Board of Regents 11/2017

- A. Positive Behavior Interventions and Support** is a systems approach to promoting a positive school climate while preventing and responding to school and classroom discipline problems. PBIS develops school-wide systems that support staff to teach and promote positive behavior in all students. By reducing behavioral problems, PBIS creates safe learning environments where teachers can teach and students can learn.

Core Elements of PBIS:

- School-wide discipline practices
- Active leadership and ongoing participation of the Principal
- Cultivation of staff commitment for consistent implementation
- Team-based planning and problem solving
- Use of building-based discipline and academic data to make decisions
- An instructional approach to behavior and classroom management
- Classroom management and behaviorally based interventions
- Functional assessment-based behavior support planning
- Comprehensive plans for individual students with intensive needs
- Active participation of families, students and teacher faculty and staff.
- Integration with mental health and other community supports

PBIS Addresses:

- High rates of problem behavior that interfere with learning
- Ineffective and inefficient disciplinary practices
- Lack of supports for staff to address problem behavior
- Lack of general and specialized behavior interventions
- Negative school climates
- Reliance on crisis/reactive management

B. Bullying Prevention - Tier 1 and 2

Bullying Prevention is addressed proactively as part of our district wide PBIS initiative, and our secondary restorative practices initiative. There is ongoing staff development such as Mental Health First Aid, Dignity Act Training, Trauma Informed Training, and Crisis Response Training and Restorative Practices Training.

At the Elementary Level:

At the request of teachers, support counselors go into classrooms and provide skills, training and bully prevention lessons.

When bullying is identified as a problem for certain children, they are asked to join a social skills group where they work through a bully prevention curriculum. These groups run weekly for six to eight weeks.

Respect for others is a regular part of all school wide assemblies.

There is a support counselor at each elementary school, available for any student who is being bullied.

At Fremont, Minoa and Woodland Elementary Schools, the Manlius Police Department provides presentations on bully prevention.

At the Middle School:

Bullying is discussed at the beginning of the year when school counselors go into each classroom.

School Wide Assemblies on Bully Prevention.

Small group interventions on bullying using the Olweus Bullying Prevention Program (best practice evidence based model).

Our School Resource Officer provides classroom lessons on bullying, particularly around cyber bullying.

There are three school counselors and a support counselor at Pine Grove. They are available to any student who is bullied.

At the High School:

- Parent Advisory Committee - presentations of Social Emotional Learning and Mental Health
- Sources of Strength - Peer Leadership Program
- Restorative Practices - promotes the development of positive relationships and staff Presentations, PBIS, ALL staff trained in DASA, Counselors complete DASA forms and submit to administrator for follow up, bully prevention included in the foundations lab by school social worker, and peer mediation available to students.

Small group interventions are also in place, as well as individual intervention when necessary.

We have five school counselors, one school social worker and a Director of Counseling, Youth Development and Leadership. Building Administrators, school social workers and school counselors are available to provide support to any student who is bullied.

At all levels, buildings have implemented Positive Behavioral Interventions and Support. This model builds a positive school climate through teaching expected behaviors for all students. It builds on recognizing and rewarding students who are meeting expectations.

The Dignity Act emphasizes the importance of tolerance, acceptance and respect for others by all members of the school community. The role of teachers and building staff include, but are not limited to the following responsibilities:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, which strengthen students' confidence and promote learning.
2. Confront issues of discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.

3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention in a timely manner.

The district is also involved in the Covey training which provides a foundation for students to practice the Seven Habits of Highly Effective People.

C. Second Step - Skills for Social and Academic Success - Tier 1 Elementary and Middle School

The program directly teaches skills to students that strengthen their ability to learn, manage emotions, have empathy and solve problems. The program also includes a strong home and school connection that provides tools to engage families with fun activities to encourage interaction between students and their family members. These activities provide students with further practice of the lesson skills and concepts and gives parents the language to use to support student success.

The Second Step Program promotes:

- School success
- School connectedness
- Safe and respectful school climate

The Second Step Program prevents:

- Problem behaviors
- Peer rejection
- Impulsivity
- Antisocial behavior
- Low academic achievement

D. Positivity Project - Tier 1- Pine Grove and Minoa Elementary

Both Minoa Elementary and Pine Grove are Positivity Project (P2) Partner Schools. P2 promotes Positive Psychology within the school setting, teaching students that relationships are the cornerstone of health, happiness, and resilience. Teachers provide instruction every week of school on one of 24 character traits and then use time every day to engage students with those concepts. The Positivity Project is about human decency and promotes wellness and community. The goals of the program include making children aware that every student possesses all 24 character strengths, and to boost both self-confidence and self-awareness. Furthermore, P2 helps children better understand and value personal differences in one another.

The program nicely dovetails with PBIS, providing foundational character education within the classroom and through monthly assemblies.

E. Restorative Practices - at Middle School and High School

Restorative Practices includes ways of building and fostering relationships between students and between students and adults. It is a way of creating a community and culture of trust and understanding.

Restorative practices provide students and adults with an intentional, inclusive and respectful way to think, talk and respond to one another.

F. Primary Project - Tier 2

Primary Project is a national evidence-based program that helps children in pre-k through third grade adjust to school, gain confidence, social skills, and focus on learning. Through play, Primary Project addresses children's school adjustment difficulties and increases their chances for success. Primary Project is a district-wide tier II intervention in all of the elementary schools:

- East Syracuse Elementary
- Fremont Elementary
- Minoa Elementary
- Woodland Elementary

Goals:

- Detect school adjustment difficulties early
- Children develop a school-based, trusting relationship with an adult
- Reduce social, emotional, and school adjustment difficulties

Benefits:

- Reduces negative adjustment behaviors
- Students develop positive coping strategies
- Allows school mental health professionals to focus on children who need more intensive interventions

G. Sources of Strength

A high school best practice youth mental health promotion and suicide prevention program designed to harness the power of peer social networks to create healthy norms and culture, ultimately preventing suicide, violence, bullying and substance misuse. This model strengthens multiple sources of support, or protective factors for young people so when times get hard, they have strengths to rely on.

H. School-Based Mental Health Therapy – Tier 3

Allows school mental health professionals to focus on children who need more intensive interventions

Arise Child and Family Services – Mental Health clinicians in all school buildings K-12.

- Improve emotional, behavioral and social functioning
- Improve student outcomes
- Provide assessments
- Provide therapy (individual, family & group)
- Crisis services to families
- Psychiatric services, including medication evaluation & management

IV. Fostering Diversity, Equity and Inclusion (DEI)

In Partnership with Syracuse University, ESM Administrators are examining literature and district data points around diversity, equity and inclusion.

During the 23-24 school year, ESM administrators participated in a book study with other Onondaga County School Districts through Syracuse University. The book was titled Five Practices for Equity Focused School Leadership.

Continued DEI work will include looking at the feasibility of:

- Use of enhanced arts to teach about diversity;
- Providing TED talks for parents and students on DEI;
- Identifying data points for culturally responsive strategies.

DEI Training

- More staff training on diversity, equity and inclusion;
- Parents University/Parents As Learning Partners used to talk about DEI;
- Provision of training to parents and students on DEI.

V. Current clubs and activities that foster connection to school.

A. Central High School Clubs and Activities

Accounting Club
Air Force Cyber Security Competition
Art Club
Athletic Strength Club
Book Club
Career Builders Club
Chemistry Club
Cosmetology Club
Covey Training
DECA
ESports
Feats of Clay Club
Festival of Nations
Foreign Language Honor Society
French Club
Future Chefs of America (FCA)

Game Design
Gymnastics Varsity Girls' Team
Key Club
Latin Club
Marching Band
Masterminds
Math League
Mock Trial Team
Model United Nations
National Honor Society
NYS Business & Marketing
NYS School Music Association (NYSSMA)
Outdoor Adventure Klub (O.A.K.)
Physical Education Adventure Klub (P.E.A.K.)
Prism (People for the Rights of Individuals of Sexual Minorities)
Science Olympiad
Show Choir
Ski Club
Sources of Strength
Spartan Garage Auto Tech Club
Spartan Junior Honor Society
Spartan Pride/PBIS Club
Spartan Sound Machine
Spartan Stage
Sports Management
Stage Band

Stage Crew
Student Council
Student Forum
Three Steps Forward
Unified Sports
Video Club
Winter Guard
Winter Percussion Ensemble
Yearbook
Youth Development & Leadership (YDL)

B. Pine Grove Clubs and Activities

Anime/Manga Club
Art Club
Battle of the Books
Chess Club
Clay Club
Coaching Boys to Men
Culture Club
Drama Club
Fearless Queen's Princess Glow Up Program
Game Club
International Festival
iStaff
Jazz Band
Lego Club
Marching Band

Math Club
Prism Club
Science Olympiad/Lego Robotics League
Ski Club/Snow Boarding Club
Spartan Stage
Student Council
Technology Club
Winter Guard
Yearbook Club
YDL-Youth Development and Leadership

C. East Syracuse Elementary Clubs and Activities

All District Chorus/Band
Art Club
Banking at School
Cornell Cooperative Extension's SNAPPED Program For Healthy Living Strategies
Drama Club
First Lego League
Jump Rope for Heart
Kindergarten Helpers
McMahon Ryan Lessons for Bullying Prevention, Internet Safety and High Five Safety
Musical
NYS Mentoring Program
Rocket Club
Safety Patrol
Science Fair

Senior Citizens Program
St. Matt's Pantry Food Drive
Science Fair
Treblemakers
Video Announcement
Yearbook
Yoga
YDL - Youth Development & Leadership

D. Fremont Elementary Clubs and Activities

5 th Grade Mentors
All District Chorus
American Heart Association
Art Club
Battle of the Books
Book Buddies
Fremont Musical
Learning Fair
Lunch Bunch Cafe
Morning Announcements- Project Wisdom
PTO Dance Program
Robotics Club
Rocket Club
Safety Patrol
St. Matt's Pantry Food Drive
Treblemakers
WFRE TV

YDL - Youth Development & Leadership

E. Minoa Elementary Clubs and Activities

American Heart
Book Cooks
Bus Buddies
Drama Club
Flag Duty
Game Club
Jr. Crew
Learning Fair
Library Helpers
Maker Space
Morning Announcements & Pledge (daily book raffle)
Positivity Project
PTO Dance Program
Robotics
Safety Patrol
School Store
Student Council
Weekly Video Announcements Cast and Crew

F. Woodland Elementary Clubs and Activities

All District Chorus
American Heart
Art Club
Banking Board
Book Club

Drama Club
Learning Fair
Library Helpers
Morning Announcements
PTO Dance Program
School Store
STEAM Club

V. Recommendations

1. Annual review of district wide character education program and strategic plan.
2. The Character Education Plan will continue to align with the District’s Strategic Plan.
3. School information officer to highlight character education projects in the ESM Bulletin, newspaper, television, and radio.
4. Continue to provide universal social and emotional lessons via Google Classrooms in the event that distance learning continues in the future.
5. Continue to foster positive relationships - connect students with trusted adults, build community in classrooms. Connect disconnected students, support new students.
6. Continue to provide opportunities for mentoring and role modeling. Provide more support at transition grades 5th to 6th and 8th to 9th.
7. Parent Communication and Involvement: provide more communication regarding resources available, more training for parents on Mental Health (MH), educate parents on Social Emotional Learning (SEL) and MH resources, include parents in district planning meetings.
8. Continue to provide teacher training and modeling on MH/SEL.
9. Explore community partnerships to expand SEL and MH resources including more clinicians.

APPENDIX C

District Code of Conduct 2024-2025



CODE OF CONDUCT

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

Public Hearing

**Approved by Board of Education
July 8, 2024**

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CODE OF CONDUCT

I. INTRODUCTION

The East Syracuse Minoa Board of Education (“Board”) is committed to providing a safe and orderly school environment where students may receive and District personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other staff, parents, and visitors is essential to achievement of this goal. Accordingly, in collaboration with students, parents, teachers and administrators, the Board has established this Code of conduct. It applies to all students, school personnel, parents, and other visitors when on school property or in attendance at a school function.

The East Syracuse Minoa Central School District (the “District”) has a long-standing set of expectations for conduct on school property and at school functions. These expectations, based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity, are described on the following pages. The District has established a separate District ‘Level School Safety Plan’ and a ‘Building Level Emergency Response Plan’ for each District School, which has been developed in accordance with applicable law and regulation to assure the security and safety of students and school personnel.

II. DIGNITY FOR ALL STUDENTS ACT (DASA)

The Dignity for All Students Act (DASA) effective July 1, 2012, contains similar requirements for maintaining a positive learning environment for all students and will be integrated with the District Code of Conduct. DASA specifically prohibits bullying, discrimination and harassment by school employees and students on school property or at a school function by school employees and students based on, BUT NOT LIMITED TO, actual or perceived: race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender, or sex. Also included are provisions for reporting and intervening in cases of discrimination, harassment or bullying. Any related complaints should be brought to the attention of the building Principal who also serves as the Dignity Act Coordinator (DAC) to assist in implementation of the DASA in each school building. Cheryl West, Director of Counseling, Youth Development and Leadership will provide District coordination of the DASA.

Prevention is the cornerstone of the District’s effort to address bullying and harassment. In order to implement its anti-bullying prevention program, the Board will designate, at its annual organizational meeting, individuals at each school to act as the DAC. These individuals shall be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender, sex and any other legally protected status.

The DAC’s shall be employed by the District and be licensed and/or certified by the Commissioner as a classroom teacher, school counselor, school psychologist, school nurse, school social worker, school administrator or supervisor or Superintendent of schools.

The DAC's will be responsible for assisting in coordinating and enforcing the requirements of the Dignity for All Students Act and its related policies and regulations at each school building, including but not limited to:

- Professional development for staff members;
- The complaint process; and
- Support of the Dignity Act's civility curriculum components.

The DAC's for each building are:

Edward Michalenko – Central High School 434-3300
Ashleigh Wilson – Pine Grove Middle School 434-3050
Thomas Sweeney – East Syracuse Elementary 434-3850
Kelsey DeLany – Fremont Elementary 434-3480
Gary Gerst – Minoa Elementary 434-3420
Vanessa McClowry – Woodland Elementary 434-3440
Jordyn Brienzi – Park Hill School 434-3800

Board of Education Policies which support implementation of the DASA are referenced at the back of this document.

III. DEFINITIONS

For purposes of this Code, the following definitions apply:

“Cyberbullying” means harassment or bullying where such harassment or bullying occurs through any form of electronic communication. Cyberbullying includes the use of information technology, including, but not limited to e-mail, instant message, blogs, chat rooms, cell phones, and gaming systems, to harass, threaten, isolate or intimidate others.

“Disability” means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment.

“Discrimination” means any discrimination against any student by a student and/or employee or employees on school property or at a school function, including but not limited to, discrimination based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex.

“Disruptive Student” means a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

“Emotional harm” means in the context of “harassment or bullying”, to harm a student's emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student's education.

“Employee” means any person receiving compensation from a school District or

employee of a contracted service provider or worker placed within the school under public assistance employment program, pursuant to title nine-B of article five of the Social Services Law, and consistent with the provisions of such title for the provision of services to such District, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §11[4] and §1125[3]).

“Gender” means actual or perceived sex and includes a person’s gender identity or expression.

“Harassment” and/or “Bullying” means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that either:

(1) has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or

(2) reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

(3) Such definition includes acts of harassment or bullying that occur:

- a. on school property, as defined in subparagraph 100.2(kk)(1)(i) of this Part; and/or
- b. at a school function, as defined in subparagraph 100.2(kk)(1) of this Part ; and/or
- c. off-school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

Such conduct shall include, but not be limited to, those acts based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender, sex or any other legally protected status.

For the purposes of this definition the term “threats, intimidation or abuse” shall include verbal and non-verbal actions. “Emotional harm” that takes place in the context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

Bullying includes, but is not limited to, threatening, stalking, ostracizing or seeking to coerce or compel a person to do something; intentionally placing or attempting to place another person in fear of imminent physical injury; or engaging in verbal or physical conduct that threatens another with harm, including, but not limited to, intimidation through the use of epithets or slurs.

“Hazing” means humiliating, dangerous, negative or reckless act expected or required for the purpose of initiating into, affiliating with, or maintaining membership in any group, activity,

organization, club, or team, regardless of the individual's willingness to participate or an individual's intent to cause harm or injury to another. Hazing behaviors include, but are not limited to, the following general categories:

- a) Humiliation: socially offensive, isolating or uncooperative behaviors.
- b) Substance abuse: abuse of tobacco, alcohol or illegal drugs.
- c) Dangerous hazing: hurtful, aggressive, destructive, and disruptive behaviors.

Incorporated within this definition are various forms of physical, emotional and/or sexual abuse which may range in severity from teasing/embarrassing activities to life threatening actions.

"Illegal Substances" include, but are not limited to, alcohol, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, barbiturates, ecstasy, heroin, steroids, any substances commonly referred to as designer drugs or synthetic drugs, opioids and look-alikes (including synthetic cannabinoids) and prescription or over-the-counter drugs when possession is unauthorized or such are inappropriately used or shared with others, or any other product or substance that when misused will result in an impaired or altered state. Illegal substances also include any paraphernalia related to these substances.

"Material Incident of Harassment, Bullying and/or Discrimination" means a single verified incident or a series of related verified incidents where a student is subjected to harassment, bullying and/or discrimination by a student and/or employee on school property or at a school function. In addition, such term shall include a verified incident or series of related incidents of harassment or bullying that occur off school property and is the subject of a written or oral complaint to the Superintendent, Principal, or their designee, or other school employee. Such conduct shall include, but is not limited to, threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, sex or any other legally protected status.

"Principal" within the context of teacher removal of a student from class means either the Principal of the building or any other administrator in the District acting in the Principal's absence or at the Principal's direction.

"Parent" means the biological, adoptive or foster parent, guardian or person in parental relation to a student.

"Retaliation" means when any employee, student, or visitor mistreats any person because they reported in good faith, testified about, or otherwise assisted in an investigation, proceeding or hearing related to alleged harassment or bullying. It is possible that an alleged harasser may be found to have retaliated if the underlying complaint is not found to be a violation of this policy. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment and may be redressed through application of the same reporting, investigation, and enforcement procedures as for harassment.

"School Bus" means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

“School function” means a school-sponsored extracurricular event or activity.

“School Property” means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus.

“Sexting” means sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message, email or other electronic/digital means.

“Sexual Orientation” means actual or perceived heterosexuality, homosexuality, or bisexuality.

“Tobacco Products” means any vaping or nicotine-containing substance or device or accessories to such device and any other tobacco-containing product in any form, as well as matches, lighters, and other related paraphernalia. This also includes any simulated tobacco products that imitate or mimic tobacco products.

“Under the Influence” A student shall be considered “under the influence” if he or she has used any quantity of an illegal substance or alcohol within a time period reasonably proximate to his/her presence on school property, on a school bus, in a school vehicle, or at a school-sponsored function and/or exhibits symptoms of such use as to lead to the reasonable conclusion of such consumption.

“Violent student” means a student who:

1. Commits an act of violence upon a school District employee.
2. Commits an act of violence upon another student or any other person on school District property or at a school function.
3. Possesses a weapon while on school District property or at a school function.
4. Displays what appears to be a weapon while on school District property or at a school function.
5. Threatens to use a weapon while on school District property or at a school function.
6. Knowingly and intentionally damages or destroys the personal property of any person on school District property or at a school function
7. Knowingly and intentionally damages or destroys school District property.

“Weapon” means a weapon or firearm as defined in 18 USC § 921 respectively of the Gun Free Schools Act. It also means any other gun, pistol, revolver, shotgun, rifle, machine gun, bullets, ammunition, disguised gun, air-gun, spring-gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutters, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or

incendiary bomb, or other device, instrument, material or substance (“Other Item”) that can cause serious physical injury or death when such Other Item is used as a weapon (e.g. pocket knife, folding knife, lockback knife, or pen knife). Any toy, replica/fake weapon, “look-alikes” or other instruments wielded as a weapon are considered a weapon for purposes of this definition.

IV. ESSENTIAL PARTNERS

Providing a safe and orderly school environment involves a partnership of parents and school personnel. The following are expectations of each.

A. PARENTS

Recognize that the education of their child(ren) is a joint responsibility of parents and the school community.

1. Send their children to school ready to participate and learn.
2. Ensure their children attend school regularly and on time.
3. Ensure their children are absent only for legal reasons.
4. Ensure their children be dressed and groomed in a manner consistent with the student dress code.
5. Help their children understand that in a democratic society, appropriate rules are required to maintain a safe, orderly environment.
6. Know school rules and help their children understand them.
7. Convey to their children a supportive attitude toward education and the District.
8. Build positive relationships with school personnel.
9. Help their children deal effectively with peer pressure.
10. Inform school officials of changes in the home situation that may affect student conduct or performance.
11. Provide a place for study and support teachers’ requirements to complete school assignments.
12. Maintain ongoing and frequent communication with appropriate school personnel.

B. TEACHERS

1. Maintain a climate of mutual respect and dignity, which will strengthen each student’s self-concept and promote confidence to learn.

2. Be prepared to teach.
3. Demonstrate interest in teaching and concern for student achievement.
4. Know school rules, and enforce them in a fair and consistent manner.
5. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan
6. Communicate regularly with students, parents, counselors, psychologists, and other teachers concerning student growth and achievement.
7. Initiate parent/student/teacher/counselor/psychologist contact, as necessary, as a way to resolve a problem or in the case of threats or actions by students against themselves, including suicide, immediately contact parents/guardians and school administrators.
8. Confront issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
9. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
10. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.

C. TEACHER AIDES AND OTHER SCHOOL EMPLOYEES

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. Assist students in their daily activities as directed by the classroom teacher(s) and administrator(s).
3. Maintain an environment of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, sex or any other legally protected status, which will strengthen students' confidence and promote learning.

4. Confront issues of discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
5. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
6. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the school employee's attention to the Building Administrator and/or Dignity Act Coordinator in a timely manner.

D. COUNSELORS/PSYCHOLOGISTS

1. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
2. Initiate teacher/student/counselor/psychologist conferences as necessary and parent/teacher/student/counselor/psychologist conferences, as necessary, as a way to resolve problems or in the case of threats or actions by students against themselves, including suicide, immediately contact parents/guardians and the school administrators.
3. Report information to a school administrator which might impact a safe, orderly school environment.
4. Encourage students to benefit from the curriculum and extracurricular programs.
5. Participate in crisis management.
6. Refer students and/or parents to appropriate human service agencies outside the school.
7. Assess student social and emotional behaviors.
8. Confront issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
9. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
10. Report incidents of bullying, discrimination and harassment that are witnessed or otherwise brought to an employee's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.

11. Maintain a climate of mutual respect and dignity, which will strengthen each student's self-concept and promote confidence to learn.

E. PRINCIPALS

1. Promote a safe, orderly and stimulating school environment, supporting teaching and learning.
2. Facilitate communications among staff, parents and the Principal.
3. Support the development of, and student participation in, appropriate extracurricular activities.
4. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
5. Facilitate communication with law enforcement agencies.
6. Initiate parent/student/teacher/counselor/psychologist contact, as necessary, as a way to resolve a problem or in the case of threats or actions by students against themselves, including suicide, immediately contact parents/guardians.
7. Confront issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
8. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
9. Report incidents of bullying, discrimination and harassment that are witnessed or otherwise brought to administrator's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
10. Maintain a climate of mutual respect and dignity, which will strengthen each student's self-concept and promote confidence to learn.

F. SUPERINTENDENT

1. Promote a safe, orderly and stimulating school environment, supporting teaching and learning.
2. Review the policies of the Board and state and federal laws relating to school operations and management with District administrators.

3. Ensure that staff and parents have the opportunity to communicate with the Superintendent.
4. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
5. Work with District administrators, when appropriate, in reinforcing the Code of Conduct to ensure that cases are resolved promptly and fairly.
6. Confront issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
7. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
8. Report incidents of bullying, discrimination and harassment that are witnessed or otherwise brought to the Superintendent's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
9. Maintain a climate of mutual respect and dignity, which will strengthen each student's self-concept and promote confidence to learn.

G. BOARD OF EDUCATION

1. Collaborate with student, teacher, administrator, and parent organizations, East Syracuse Minoa safety personnel and other East Syracuse Minoa personnel to develop a code of conduct that clearly defines expectations for the conduct of students, East Syracuse Minoa personnel, and visitors on East Syracuse Minoa property and at East Syracuse Minoa functions.
2. Adopt, review at least once a year, and modify as appropriate, the District's Code of Conduct.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Report incidents of bullying, discrimination and harassment that are witnessed or otherwise brought to the board member's attention to the building administrator and/or Dignity Act Coordinator in a timely manner.
5. Maintain a climate of mutual respect and dignity, which will strengthen each student's self-concept and promote confidence to learn.

V. STUDENT CONDUCT

A. STUDENT RIGHTS

The District is committed to safeguarding the rights given to all students under state and federal law. In addition to those rights, all District students have the right to:

1. A safe, healthy, orderly and civil school environment.
2. Take part in all District activities on an equal basis regardless of age, race, religion, color, national origin, sex, sexual orientation or disability.
3. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty as in connection with the imposition of the penalty.
4. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
5. Be free from discrimination, bullying and harassment on school property or school functions including but not limited to the educational program, activities, or admission policies of their school. Such conduct shall include, but is not limited to, threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic origin, ethnic group, religion, religious practices, disability, sex, sexual orientation, gender (including gender identity and expression), or any other legally protected category.

B. STUDENT RESPONSIBILITIES

All students have the responsibility to:

1. Obey all school rules and regulations.
2. Attend school regularly and punctually.
3. Show respect for fellow students, teachers and all school District staff.
4. Accept responsibility for their actions.
5. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
6. Conduct themselves as representatives of East Syracuse Minoa when participating in or attending East Syracuse Minoa sponsored extracurricular events and to hold themselves to the highest standards of conduct.
7. Respect all property.

8. Be safe, and not disrupt or interfere with the educational process.

C. STUDENT DRESS CODE

The intent of the dress code is to foster an environment that is sanitary, safe and conducive to teaching and student learning. It is also intended to provide guidance to prepare students for their role in the workplace and society. All students are expected to give attention to personal grooming and to dress appropriately for school and school functions. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress, thereby helping students develop an understanding of appropriate appearance in the school setting.

A student's dress, grooming and appearance shall meet the following requirements:

1. Be safe and appropriate.
2. Not disrupt or interfere with the educational process.
3. Attire shall not include any item that is vulgar, obscene, libelous, or that denigrates another's race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity, or disability.
4. Attire shall not promote and/or endorse the use of alcohol, tobacco, or illegal drugs, and/or encourage other illegal or violent activities.
5. Students must be dressed in appropriate clothing, footwear and protective equipment as required for participation in physical education, laboratories, and other classes that may have student specific dress requirements.
6. Footwear is required at all times and should be appropriate for activities of that day. Footwear that is a safety hazard is not allowed.
7. Outer clothing must completely cover undergarments and underwear.
8. Clothing must not expose the midriff (front and back), lower abdominal area, gluteal or chest area, and may not be see-through. Bottoms must reach fingertips when fully extended and/or the mid-thigh.

Nothing in this Dress Code will be construed to limit the ability of students to dress and/or groom themselves in a way that allows them to express their gender identity, or to discipline students for doing so. In addition, nothing in this Dress Code will be construed to limit the ability of students to wear certain protective hairstyles (including but not limited to braids, locks, and twists) or to wear their hair in a particular texture, or to discipline students for doing so.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item, and if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including in-school suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out-of-school suspension.

D. BEHAVIOR-RELATED OFFENSES AND CONSEQUENCES

Students are expected to conduct themselves in an appropriate and civil manner, with regard for the rights, safety and welfare of other students, District personnel, and other members of the school community, and for the care of school facilities and equipment.

The rules of student conduct listed hereafter are intended to focus on safety and respect for the rights and property of others. Students who do not accept responsibility for their own behavior and who violate school rules will be required to accept penalties for their conduct.

Disciplinary action will be firm, fair, and consistent so as to be the most effective in changing student behavior. The staff at a school has the responsibility for taking appropriate actions when a student is involved in a situation which disrupts the learning environment of a school.

When determining the consequences, they will take the following into consideration:

1. The nature of the offense and the circumstances which led to the offense.
2. The age-appropriateness of the consequence.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. The extent to which the offense interfered with the responsibility/rights/privileges/property of others.
7. The extent to which the offense posed a threat to the health and safety of others.
8. Other extenuating circumstances.

The listed sanctions are advisory and, as a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lesser penalty than subsequent violations. However, the District may impose any level of discipline, even for a first violation, that is proportionate to the misconduct at issue. In the case of students who are habitually disruptive or who frequently violate school rules, administrators have the prerogative of

applying more severe penalties at any stage, including removal from class and suspension from school.

Although not all-inclusive, the following list of offenses on school property or at a school function and range of consequences apply in most circumstances.

RANGE OF CONSEQUENCES FOR BEHAVIOR RELATED OFFENSES

I Options:

- Warning/verbal reprimand – any member of District staff.
- Time out or out of classroom – Teachers, Building Administrator, Superintendent
- Loss of privilege (i.e. cell phones or other electronic devices) – Teachers, Building Administrator, Superintendent
- Conference with student – Teachers, Building Administrator, Superintendent
- Communication with parent – Teachers, Building Administrator, Superintendent
- Detention - Teachers, Building Administrator, Superintendent
- Counseling –

II Options:

- Removal from classroom – Teachers, Building Administrator, Superintendent
- In-school suspension – Building Administrator, Superintendent
- Short-term (five days or less) suspension from school - Building Administrator, Superintendent
- Saturday detention - Building Administrator, Superintendent
- Police notification - Building Administrator, Superintendent
- Removal from school property – Superintendent

III Options:

- Long-term (more than five days) suspension – Superintendent/Board of Education
- Permanent suspension – Superintendent/Board of Education

OFFENSES AND CONSEQUENCES		
Offense	Definition	Range of Consequences
1. Academic Dishonesty	Includes but is not limited to copying, plagiarizing, altering records, or assisting another in such actions, as well as the unauthorized use of artificial intelligence (“AI”) technology or tools.	I - III
2. Absence (Unlawful)	An absence for a day or any portion of a day for any reason other than those cited as lawful and/or failure to bring a note by a parent/guardian to verify a lawful absence.	I – II
3. Arson/fire	Attempting to, aiding in, or setting fire to a building or other property.	II - III
4. Bus Misbehavior	Any violation of bus behavior rules.	I - II
5. Computer/ Electronic Communication Misuse	Any unauthorized use of computers, software, or internet/intranet account to access internet/intranet; accessing another’s e-mail or an inappropriate website; misuse of a website, including transmission of inappropriate language or images via electronic/digital devices or any other violation of the District’s Acceptable Use Policy.	I - III
6. Cutting class	Illegal absence from a class or school activity; leaving class without permission.	I - II
7. Cyberbullying	Harassment or bullying where such harassment or bullying occurs through any form of electronic communication. Cyberbullying includes the use of information technology, including, but not limited to e-mail, instant message, blogs, chat rooms, cell phones, and gaming systems, to harass, threaten, isolate or intimidate others.	I - III

8. Destruction of Property/ Vandalism	Damage, destruction, or defacement (graffiti) of property belonging to another or the school.	II - III
9. Discrimination	Discrimination as defined in this Code.	I - III
10. Disrespect Toward Others	Inappropriate comment or physical gesture to a student, teacher, staff member, or other individual.	I - II
11. Disorderly Conduct	Behavior disturbing the atmosphere or order, to include obstructing or restraining the authorized or lawful movement or participation of another.	I - II
12. Disruption – Classroom	Behavior that is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.	I - III
13. Disruption – School	Behavior that interferes with the safe and orderly environment of the school or school activity.	I - III
14. Driving/Riding/ Parking Violations	Failure to obey all state, District, and campus traffic and parking signs and rules.	I - II
15. Failure to Serve Assigned Consequences	Failure to serve detention, Saturday detention, suspension or other assigned consequences.	I - II
16. False Alarms/Bomb Threats	Initiating a report or warning of fire, or catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.	II - III

17. Fighting	A confrontation with physical contact involving two or more individuals.	II - III
18. Fireworks or Explosives	Possession, use, and/or threat to use a firework, smoke bomb, flare, or combustible or explosive substance.	II - III
19. Firearm	Possession of a firearm	II - III
20. Gambling	Wagering money or property.	I - II
21. Harassment and/or Bullying	Acts of harassment and/or bullying as defined in this Code.	I - III

22. Hazing	As defined in the Definitions section of this Code.	I - III
23. Indecent Exposure	Exposing the private parts of the body in a lewd or indecent manner.	I - II
24. Insubordination	Refusing to follow reasonable requests of teachers, staff, or administration, including failure to identify self or knowingly providing false information.	I - III
25. Leaving school grounds without permission	Leaving school grounds during regular school hours without written or verbal permission from parent/guardian, administrator or someone listed on the emergency procedure card.	I - II
26. Loitering	Idle presence in an area without authorization.	I - II
27. Minor Altercation	Minor verbal and/or physical altercation between student and one or more other individuals that does not result in serious injury.	
28. Photo/Video Recording	Video/audio recording or photographing another student or District employee without consent.	I-III
29. Physical Altercation	Assault, or aggressive physical action, directed at students, staff, or others, including a situation where a staff member is intervening in a fight or other disruptive activity.	II - III
30. Possession of Disruptive Items	Unauthorized possession of a sound box, laser pointer, squirt gun, water balloon, personal audio device, or any other disruptive item.	I - II
31. Possession of Skateboards, Roller blades/ Scooters	Unauthorized use or unauthorized possession of a skateboard, scooter, or roller blades on school property.	I - II
32. Sexting	Sending, receiving or forwarding sexually suggestive written text or nude or nearly nude photos through text message, email or other	I - III

	electronic/digital means.	
33. Sexual contact with another student	Any form of sexual contact between students.	II - III
34. Sexual Harassment	Unwanted and inappropriate verbal, written, or physical conduct of a sexual nature directed toward another person.	I - III

35. Tardiness	Lateness to school or class.	I - II
36. Theft	Taking or obtaining property of another without permission of the owner.	II - III
37. Threat to Staff, Student or Other Person	Expression, conveyed by word or action, of intent to abuse, intimidate, coerce, or injure a staff member, student, or other person.	I - III
38. Tobacco Violation	Possessing, purchasing, using, distributing, exchanging, consuming, or selling of any Tobacco Product as defined in this Code.	I - III
39. Trespassing	Unauthorized presence on school property, including while on suspension.	I - II
40. Truancy	Unlawful absence without parental knowledge and/or permission.	I - II
41. Unacceptable Language	Using vulgar or abusive language, cursing, or swearing.	I II
42. Unauthorized Possession of Electronic Devices	Unauthorized use of cellular phone, computer or other electronic devices	I-II
43. Weapon Possession	Possession of a weapon as defined in this Code.	II - III

E. TEACHER REMOVAL OF DISRUPTIVE STUDENTS

The District has a long-standing set of expectations for school behavior, based upon the principles of civility, mutual respect, citizenship, character, tolerance, honesty, and integrity. These expectations apply to all members of the school community. Accordingly, teachers maintain classroom environments reflective of good management techniques, and students behave in accordance with the Code of Conduct. Occasionally, students exhibit disruptive behavior, which warrants removal from class

by the teacher. In these cases, the following procedures apply.

A classroom teacher may remove a student from class for up to two days if the teacher determines that the student is disruptive or violent. The removal from class applies to the class of the removing teacher only.

Procedures for Disruptive Students:

If a student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must explain to the student why they will be removed from the classroom and give the student an opportunity to respond with their version of events. Only after the informal discussion may the teacher remove the student from the classroom.

If the student does pose a danger or ongoing threat to the academic process, the teacher may remove the student immediately. The teacher must explain the reason to the student and give the student an opportunity to present their version of events within 24 hours.

The teacher must complete a District established referral form and meet with the Building Administrator as soon as possible, but not later than the end of the school day, to explain the removal and present the referral forms. If the Building Administrator is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the Building Administrator prior to the beginning of classes on the next school day.

Within 24 hours after removal, the Building Administrator must notify the student's parents, in writing, explaining that the student has been removed and why. The notice must also inform the parent, that upon request, they may have an informal conference with the Building Administrator (or their designee) to discuss the reasons for removal. The notice must be provided to the last known address of the parent, by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt within 24 hours of the student's removal. Where possible, the notice should also be provided by telephone if the school has been provided with the telephone number(s) for the purpose of contacting the parent(s).

If at the informal meeting the student denies the charges, the Building Administrator must explain why the student was removed and give the student and parent(s) the opportunity to present the student's version of events. The informal meeting must be held within 48 hours of the student's removal. The informal meeting may be extended by mutual agreement between the parent and the Building Administrator.

The Building Administrator (or their designee) may overturn the removal of the student from class only if there is a finding of any of the following:

1. The charges against the student are not supported by substantial evidence.
2. The student's removal is otherwise in violation of law or the District's Code of Conduct.
3. The conduct warrants suspension from school, and suspension will be imposed.

The Building Administrator (or designee) must make a determination as to whether to overturn the

removal before the close of business on the day after the day of the informal meeting. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the Building Administrator makes the final determination, or the period of removal expires, whichever is less. Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming and activities until they are permitted to return to the classroom. Removal of a student with disabilities may, under certain circumstances, constitute a change in placement. Accordingly, no teacher may remove a student with a disability from their classroom until it has been verified with the Building Administrator or the Chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

Each teacher must keep a complete log, on a District provided form, for all cases of removal of students from their class. The Building Administrator must keep a log of all removals of students from class.

Nothing in this section abridges the customary right or responsibility of a Building Administrator to suspend a student. Nothing in this Code shall abridge the customary right and responsibility of a teacher to manage student behavior in the classroom. The removal process should not become a substitute for good classroom management.

F. STUDENTS WHO ARE REPEATEDLY SUBSTANTIALLY DISRUPTIVE

Any student, who engages in conduct which results in the student being removed from a classroom by any teacher on four or more occasions in a semester, will be suspended from school for three days. Upon the 5th removal from class, other educational options may be considered. In addition, there may be an occasion when it will be appropriate to refer a disruptive student to a school counselor or psychologist who in turn may refer a student (and parent) to appropriate human services organizations outside the school.

G. SUSPENSION FROM SCHOOL

1. Short-Term (5 days or less) Suspension from School

When the superintendent or principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice shall provide a description of the charges against the student and the

incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the parents shall be permitted to ask questions of complaining witnesses under such procedures as the principal may establish.

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the principal shall promptly advise the parents in writing of his or her decision.

2. Long-Term (more than 5 days) Suspension from School

When the superintendent determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. The building principal may recommend to the superintendent that a suspension of more than five days be warranted. At the hearing, the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.

The Superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the **Superintendent may accept all or any part thereof.**

An appeal of the decision of the Superintendent may be made to the Board of Education, which will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the District Clerk within 30 calendar days of the date of the Superintendent's decision.

There will be no personal appearances before the Board; the appeal will be considered solely in writing. The Board will not convene to consider and decide an appeal unless the full record of the appeal has been compiled and provided to the Board, and within reasonable time prior to the next scheduled Board of Education meeting. If the written appeal is not received and the appeal record has not been compiled in full and provided to the Board within a reasonable time before the next scheduled Board meeting, then the appeal will not be considered and decided at that meeting. It will instead be considered at a later Board meeting.

The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

H. MINIMUM SUSPENSION

1. Students who bring a Weapon to School

Any student, other than a student with a disability, found guilty of bringing a weapon onto school property in accordance with the Gun-Free Schools Law, the Gun-Free Schools Act of 1994, and Education Law, will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The Superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the following:

- a. The student's age;
- b. The student's grade in school;
- c. The student's prior disciplinary record;
- d. The Superintendent's belief that other forms of discipline may be more effective;
- e. Input from parents, teachers and/or others; and/or
- f. Other extenuating circumstances.

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

2. Students who commit violent acts other than bringing a Weapon to School

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a Weapon onto school property, shall be subject to suspension from school for at least 5 days.

If the proposed penalty is the minimum 5-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all student's subject to a short-term suspension. If the proposed penalty exceeds the minimum 5-days suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all student's subject to a long-term suspension.

The Superintendent has the authority to modify the minimum 5-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the same factors in modifying the one-year suspension for possession of a Weapon.

I. REFERRALS

1. Counseling

The Guidance office shall handle all referrals of students to counseling and appropriate human services agencies as necessary.

When any student is beyond the scope of the District's resources, a referral to appropriate human service agencies may be made. All administrators, faculty, pupil services personnel, and other support staff will be responsible for communicating the need for such referrals to

the Principal or their designee.

2. PINS Petitions

The District may file a PINS (Person In Need of Supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.

3. Juvenile Delinquents and Juvenile Offenders

Students who have brought a Weapon or Firearm (as defined in 18 U.S.C. § 930(g)(2) and 18 U.S.C. § 921, respectively the Gun-Free Schools Act) to school will be referred by the Superintendent to either a presentment agency (the agency with the authority responsible for presenting a juvenile delinquent proceeding) or to appropriate law enforcement officials. Such referrals will be made as follows:

- a. A student who is under the age of sixteen (16) and who is not fourteen (14) or fifteen (15) who qualified for juvenile offender status under Criminal Procedure Law § 1.20(42) will be referred to a presentment agency for juvenile delinquency proceedings.
- b. A student who is sixteen (16) years old or older or who fourteen (14) or fifteen (15) who qualified for juvenile offender's status, will be referred to the appropriate law enforcement agencies.

J. DISCIPLINE OF STUDENTS WITH DISABILITIES

At times it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. Students with disabilities are afforded certain procedural protections whenever school authorities intend to impose discipline upon them. Procedures followed for suspending, removing, or otherwise disciplining students with disabilities must be consistent with the procedural safeguards required by applicable laws and Part 201 of the Regulations of the Commissioner of Education.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

1. CHANGE OF PLACEMENT RULE

- a. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - For more than 10 consecutive school days; or
 - For a period of 10 consecutive school days or less, if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed, and the proximity of the suspensions or removals to one another.
- b. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

However, the District may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals if the CSE has determined that the behavior was not a manifestation of the student's disability.

2. SPECIAL RULES REGARDING THE SUSPENSION OR REMOVAL OF STUDENTS WITH DISABILITIES

- a. The District's Committee on Special Education shall conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the District is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an Interim Alternative Educational Setting for misconduct involving weapons, illegal drugs or controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to as suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.

If one or more members of the CSE believe that modifications are needed, the District shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

VI. REPORTING VIOLATIONS OF THE CODE OF CONDUCT

All students are expected to promptly report violations of the Code of Conduct and any potential criminal activity to a teacher, guidance counselor, the building Principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to a teacher, the building Principal, the Principal's designee or the Superintendent.

All District staff who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. District staff, including volunteers, who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct and any potential criminal activity to their supervisor who shall in turn impose an appropriate disciplinary sanction, if so authorized or refer the matter to a staff member who is authorized to impose an appropriate sanction.

Any weapon, alcohol or illegal substance found shall be confiscated immediately, stored in a safe, secure area, and promptly turned over to the law enforcement agency after that agency has been notified. This shall be followed by notification to the parent of the student involved and the appropriate disciplinary sanction if warranted, which may include permanent suspension and referral for prosecution.

The building Principal or his or her designee should immediately notify the appropriate local law enforcement agency of those code violations, and any other conduct that occurs on school property or at a school function or in travel to and from school, that is criminal in nature and substantially affects the physical, mental or emotional well-being of a student or the order, security or overall safety of the school, and, in the absence of extenuating circumstances, such notification should occur no later than the close of business the day the Principal or his or designee learns of the conduct. The notification should identify the persons involved in the conduct, the names of any victims and witnesses and an explanation of the conduct that may constitute a crime.

Minor offenses which involve conduct such as stealing, damaging property and physical violence that do not result in serious injuries are matters that may be handled by the administration without the assistance of law enforcement. Whenever criminal conduct occurs, school staff shall not discourage or prevent crime victims from filing a complaint with local law enforcement.

Whenever conduct involves drugs, assaults where there are serious injuries or inappropriate sexual acts, immediate notification to law enforcement by the building Principal or his or her designee should be made.

Certain acts of misconduct which occur may require the exercise of reasonable judgment by staff in consultation with the Principal or Superintendent in order to determine whether referral to law enforcement officials is appropriate, or whether the matter will be handled solely through the District's Code of Conduct and student discipline system.

A. Reporting Discrimination, Harassment and Bullying

The School Principal is the school employee charged with receiving all reports of harassment, bullying and discrimination; however, students and parents may make an oral or written complaint of harassment, bullying or discrimination to any teacher, administrator or school employee. The District will act to promptly investigate all complaints, verbal or written, formal or informal, of allegations of discrimination, harassment and bullying; and will promptly take appropriate action to protect individuals from further discrimination, harassment and bullying.

It is essential that any student who believes he/she has been subjected to discrimination, harassment, bullying or retaliatory behavior, as well as any individual who is aware of and/or who has knowledge of, or witnesses any possible occurrence, immediately report same to any staff member or administrator. The staff member / administrator to whom the report is made (or the staff member / administrator who witnesses or suspects bullying / cyberbullying behavior) shall

document and take appropriate action to address the immediacy of the situation and shall promptly report in accordance with the following paragraphs.

Upon receipt of a complaint (even an anonymous complaint), or if a District official otherwise learns of any occurrence of possible conduct prohibited by this policy, the school employee shall promptly and orally notify the school Principal no later than one school day after such school employee witnesses or receives the complaint or learns of such conduct. Such school employee shall also file a written report with the school Principal no later than two school days after making such oral report.

After receipt of a complaint, the School Principal shall lead or supervise a thorough investigation of the alleged harassing, bullying and/or retaliatory conduct. The Principal or the Principal's designee shall verify that such investigation is completed promptly and investigated in accordance with the terms of District policy. All complaints shall be treated as confidential and private to the extent possible within legal constraints.

Based upon the results of this investigation, if the District determines that a District official, employee, volunteer, vendor, visitor and/or student has violated the District's Code of Conduct or a material incident of harassment, bullying and/ discrimination has occurred, immediate corrective action will be taken as warranted, it will take prompt action reasonably calculated to end the violation, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and verify the safety of the student or students against whom such violation was directed.

As a general rule, responses to acts of harassment, bullying, and/or discrimination against students by students shall incorporate a progressive model of student discipline that includes measured, balanced and age-appropriate remedies and procedures that make appropriate use of prevention, education, intervention and discipline, and considers among other things, the nature and severity of the offending student's behavior(s), the developmental age of the student, the previous disciplinary record of the student and other extenuating circumstances, and the impact the student's behaviors had on the individual(s) who was physically injured and/or emotionally harmed. Responses shall be reasonably calculated to end the harassment, bullying, and/or discrimination, prevent recurrence, and eliminate the hostile environment.

In the event that the Principal is the alleged offender, the report will be directed to the Superintendent of Schools.

All complaints of alleged harassing, discriminatory, bullying and/or retaliatory conduct shall be:

1. promptly investigated in accordance with the terms of District policy;
2. forwarded to the school building's DAC for monitoring; and
3. treated as confidential and private to the extent possible within legal constraints. The

Principal must notify promptly the Superintendent of Schools and the appropriate local law enforcement agency when he/she believes that any harassment, bullying or discrimination constitutes criminal conduct.

B. Reporting Sex Crimes

If school staff members learn of child abuse in an educational setting, they shall prepare a written

report of the allegations and transmit it to the school administrator. The written report from the mandatory reporter must be completed and turned in immediately upon learning of the conduct. Upon receipt of a written report of allegations of child abuse in the educational setting the school administrator must determine if there is reasonable suspicion to believe that the abuse has occurred. Upon making such a positive determination the report must be forwarded to the appropriate law enforcement agency. When an incident on school property or at school event involves allegations of child sexual abuse or any other sexual conduct, whether that conduct involves only students or an adult and a student - the matter shall be immediately referred to the SIRO. In the absence of the SIRO, such conduct shall be immediately reported to the Abused Persons Unit of the Onondaga County Sheriff's Office. The Superintendent or Deputy Superintendent should also be notified. School staff should not ordinarily conduct an interview beyond the initial intake of the complaint, or take affidavits from the victim, witnesses or the potential suspect. Until further notice from the Superintendent or Deputy Superintendent, this should initially be left in the hands of the law enforcement agency.

VII. REMEDIAL RESPONSES TO VIOLATIONS OF CODE OF CONDUCT

Students who violate this Code may also be referred for remedial action as the facts may warrant, including but not limited to any of the measures listed below:

- a. peer support groups; corrective instruction or other relevant learning or service experience;
- b. supportive intervention;
- c. behavioral assessment or evaluation;
- d. behavioral management plans, with benchmarks that are closely monitored; and/or
- e. student counseling and parent conferences.

Beyond these individual-focused remedial responses, school-wide or environmental remediation may also be utilized. These strategies may include:

- a. school and community surveys or other strategies for determining the conditions contributing to the relevant behavior;
- b. adoption of research-based prevention programs;
- c. modification of schedules;
- d. adjustment in hallway traffic and other student routes of travel;
- e. targeted use of monitors;
- f. staff professional development;
- g. parent conferences;

- h. involvement of parent-teacher organizations; and/or
- i. peer support groups.

VIII. STAFF-STUDENT RELATIONS

Staff members are prohibited, under any circumstances, to date or engage in any improper fraternization or undue familiarity with students, regardless of the student's age and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner as to create the perception that a dating relationship exists. Similarly, any action or comment by a staff member which invites romantic or sexual involvement with a student is considered highly unethical, in violation of District policy, and may result in the notification of law enforcement officials and the filing of criminal charges and/or disciplinary action by the District up to and including termination of employment.

Any student who believes that he/she has been subjected to inappropriate staff behavior, as well as school employees or third parties who have knowledge of or witness any possible occurrence of inappropriate staff-student relations, shall report the incident to any staff member, the employee's supervisor, the student's Principal or the District's designated Complaint Officer. In all events such reports shall be forwarded to the designated Complaint Officer for further investigation.

Investigations of allegations of inappropriate staff-student relations shall follow the procedures utilized for complaints of harassment within the School District. Allegations of inappropriate staff-student behavior shall be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints.

Any employee having knowledge of or reasonable suspicion that another employee may have engaged in inappropriate conduct with a student that may constitute child abuse (specifically, child abuse in an educational setting) must *also* follow the District's reporting procedures for such allegations; and such information will be reported by the designated administrator as required by state law to law enforcement officials, the State Education Department and/or Child Protective Services as may be applicable.

If a student initiates inappropriate behavior toward a staff member, that employee shall document the incident and report it to his/her Building Principal or Supervisor.

The District shall promptly investigate all complaints of inappropriate staff-student relations, and take prompt corrective action to stop such conduct if it occurs.

IX. VISITORS TO THE SCHOOLS

All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct and associated Board Policies.

1. Anyone who is not a regular staff member or student of the school is considered a "visitor."

2. Except for those who are attending public gatherings or meetings, visitors must sign in and report to the main office upon arrival at the school.
3. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the building administrator and classroom teacher(s), so that class disruption is kept to a minimum, and to abide by Board Policy 3210, "School and Classroom Visitation," and its corresponding Administrative Regulation.

The administration has authority to determine whether the visitor has an appropriate reason for being in the building. If the visitor is judged by the administrator not to have an appropriate reason, the visitor will be asked to leave. The police may be notified if the situation warrants.

X. PUBLIC CONDUCT ON SCHOOL PROPERTY

The District is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to establish rules for public conduct on school property and at school functions. Dress and behavior will be appropriate to the school environment and will not detract from the educational process. For purposes of this section of the Code, "public" shall mean all persons when on school property or attending a school function including students, parents/guardians, teachers and District personnel. Such rules, as well as consequences for violation of such rules, are contained in this Code as well as Board Policy 3410, "Code of Conduct on School Property" and related Administrative Regulations.

A. Prohibited Conduct

No Person, either alone or with others shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy school District property or the personal property of a teacher, administrator, other District employee or any person lawfully on school property, including graffiti or arson.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, overly revealing, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school environment.
5. Threaten, intimidate, harass or discriminate against any school staff member or other person(s) on the basis of a person's actual or perceived race, color, weight, national origin, ethnic origin, ethnic group, religion, religious practices, disability, sex, sexual orientation, gender (including gender identity and expression), or other legally protected status.
6. Enter any portion of the school premises, playing field (home or away) or other related school location without authorization, or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this Code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles.
9. Possess, purchase, use, consume, sell, distribute or exchange illegal substances, or be under the influence of same on school property or at a school function.
10. Possess, purchase, use, consume, sell, distribute, or exchange tobacco products on school property or at a school function.

11. Possess or use firearms or weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the Board of Education (or its designee).
12. Loiter on or about school property.
13. Gamble on school property or at school functions.
14. Refuse to comply with any reasonable order of identifiable school District officials performing their duties.
15. Willfully incite others to commit any of the acts prohibited by this Code.
16. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.

B. Consequences

Persons who violate this Code shall be subject to the following penalties:

1. Visitors - authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection and/or arrest.
2. Students - shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members - shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a, or any other legal rights that they may have.
4. Staff members in the classified service of the civil service who are entitled to the protection of Civil Service Law §75 shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they have.

C. Enforcement

The Building Principal or his or her designee shall be responsible for enforcing the conduct required by this Code.

When the Building Principal or his or her designee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the Principal or his or her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The Principal or his designee shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the Principal or his or her designee shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The District shall initiate disciplinary action against any student or staff member, as appropriate, with the "Consequences" section above. In addition, the District reserves its right to pursue a civil or criminal legal action against any person violating the Code.

XI. TRANSPORTATION OF STUDENTS

The East Syracuse Minoa Central School District furnishes transportation to those students whose disability or distance from the school make the service essential. Except as otherwise mandated in a student's Individualized Education Program (IEP), riding these buses is a privilege and may be withdrawn if the student does not comply with the rules and regulations set forth in this District.

Bus drivers shall be held responsible for reasonable and acceptable behavior of students while riding the school bus. Students riding school buses are expected to conform to the rules of conduct in order to permit the bus driver to transport his/her passengers safely.

The Board of Education, the Superintendent and/or his/her designee has the authority to suspend the transportation privileges of children who are disorderly and insubordinate on buses. Generally, parent(s)/guardian(s) will be required to make alternative transportation arrangements for their children who have been suspended from riding the bus. However, the effect of a suspension from transportation on the student's ability to attend school will be considered. If a suspension from transportation effectively results in a suspension from attendance because of the distance between the home and the school and the absence of alternative public or private means of transportation, the District shall make appropriate arrangements to provide for the student's education.

If a student with a disability who receives transportation as a related service as part of his/her Individualized Education Program is being considered for suspension from transportation, and that suspension would effectively result in a change in placement, the student shall be referred to the Committee on Special Education.

XII. IN-SERVICE EDUCATIONAL PROGRAMS

The Board will provide in-service education programs for all District staff members for the effective implementation of this Code, to promote a safe and supportive school climate while discouraging, among other things, harassment, bullying and discrimination against students by students and/or school employees and to include safe and supportive school climate concepts in the curriculum and classroom management. In-service education programs shall also include training on the social patterns of harassment, bullying and discrimination, including but not limited to those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex, the identification and mitigation of harassment, bullying and discrimination, and strategies for effectively addressing problems of exclusion, bias and aggression in educational settings. The Superintendent may solicit the recommendations of the District staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The following are suggested programs that may be utilized for in-service education for all staff members for effective implementation of this Code: (1) School-oriented programs developed at the District and building level; (2) Superintendent's workshop days; and (3) faculty meetings.

XIII. DISSEMINATION AND REVIEW

The Board will work to inform the community about this Code of Conduct by:

1. Providing copies of an age-appropriate version of the summary of the Code to all students, written in plain language so that students may understand the standards of respect and appropriate behavior that the school community expects from them. This shall take place at a general assembly held at the beginning of each school year and on an on-going basis at registration for those students who enter the District after the beginning year meeting.
2. Making copies of the Code available to all parents, students and community members throughout the school year.
3. Mailing a summary of the Code of conduct written in plain language to all parents of District students before the beginning of the school year and making this summary available later upon request.
4. Providing all current teachers and other staff members with a copy of the Code and a copy of any amendments to the Code as soon as practicable after adoption.
5. Providing all new employees with a copy of the current Code of conduct when they are first hired.
6. Making copies of the Code available for review by students, parents and other community members.
7. Posting the Code of conduct on the District's web site.

This Code shall be reviewed by the Board of Education on an annual basis and shall be amended when appropriate. In conducting the review, the board will consider how effective the Code's provisions have been and whether the Code has been applied fairly and consistently. The board may appoint an advisory committee to assist in reviewing the Code and the District's response to Code of conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

Before making any revisions to the Code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate. Amendments to the Code will be filed with the Commissioner of Education no later than thirty days after adoption.

XIV. PROHIBITION OF RETALIATION

Any person having reasonable cause to suspect that a student has been subjected to discrimination or harassment by an employee or student, on school grounds or at a school function, who acting reasonably and in good faith, either reports such information to

school officials, to the commissioner, or to law enforcement authorities or otherwise initiates, testifies, participates or assists in any formal or informal proceedings under this subdivision, shall have immunity from any civil liability that may arise from the making of such report or from initiating, testifying, participating or assisting in such formal or informal proceedings. Relatedly, neither the District, nor an employee or student thereof shall take, request or cause a retaliatory action against any such person who, acting reasonably and in good faith, either makes a report or initiates, testifies, participates or assists in such formal or informal proceedings.

ESM Disruptive Student
East Syracuse Minoa Central School District

Form A
Teacher Report of a Disruptive Pupil

To: _____
(Building Principal)

Date: _____

From: _____
(Name of Teacher)

Building: _____

Grade/Class/: _____

Time: _____

Name of Student: _____

Classified student: _____ Yes _____ No

I am referring to you the above-named pupil who was disruptive on _____ at _____ . I have removed this student from my class because: (Describe in detail the events, specify the particular conduct, what you did, what was said by you, the pupil, others.)

List witnesses to this event:

The student has a history of disruptive behavior: Yes _____ No _____

If yes, have you removed Yes
this student from your Yes No
class previously No

The pupil was accompanied by
an adult to the Principal's Office

Number of days/blocks to be removed _____ (Including day of removal)
from class:

(circle one)

Dates of removal:

Yes

No Within 24 hours I provided the student with an
explanation of the basis for the

removal and allowed the pupil to informally present the pupil's version of the relevant events.

Specify what you believe would be the appropriate additional action to be taken:

Yes

No I have attached to this form the class and homework assignments to be

completed by the pupil for the period of the student's exclusion from my class.

Date: _____

Signature: _____

ESM

East Syracuse Minoa Central School District

Disruptive/Violent Student

(CIRCLE) Law Enforcement

Contacted Yes

No

Person Called: _____

Date/Time: _____

**Form B
Building Principal Report**

Student Name: _____ Date of Referral: _____ Time: _____

Teacher Name: _____ Grade/Class: _____

Removal Period: From _____ (date) to _____ (date)

Building: _____ Location: _____

The notification of the pupil's removal and reasons for removal were given to the person in parental relationship within 24 hours of _____ on _____ (date/time) the removal by _____

The person in parental relationship requested an informal conference to discuss the reasons for removal.

YES NO

Summary of Informal Conference:

Those who attended:

Offense:

Consequence(s):

cc: _____ Building Principal _____ Date _____
Student file, Counselor (if appropriate), Removing Teacher, Parent

APPENDIX D

Statement of Affirmation

AFFIRMATIONS

This is to affirm that:

- the District-Wide School Safety Team appointed by the Board of Education discussed and approved revisions to last year's District-Wide School Safety Plan on **May 13, 2024**;
- a District-wide School Safety Team was appointed by the Board of Education (see Appendix E). The District-wide Committee developed the District-Wide School Safety Plan, participated in the public hearing and the presentation of the plan to the Board of Education prior to adoption;
- a public hearing on the District-wide School Safety Plan was held on **June 10, 2024**. (see Appendix F);
- the plan was available for public inspection 30 days prior to approval by the Board of Education;
- the District-wide School Safety Plan to be (was) approved by the Board of Education on **July 8, 2024**;

APPENDIX E

District-Wide School Safety And Security (Project SAVE) Committee 2024-2025

Project Safe Schools Against Violence in Education (S.A.V.E.) Committee

2024-2025

Grenardo L. Avellino, Deputy Superintendent, Chief Emergency Officer

D. Paul Waltz, Board of Education

Doug Mohorter, Executive Director of Employee Engagement and Accountability

John Young, Director of Facilities

Edward Michalenko, Executive Principal Central High School

Kate Colucci, Director of Special Education

Cheryl West, Director of Counseling, Youth Development and Leadership

Mike Clonan, Director of Physical Education and Health – Central High School

Rebecca Kammar, SRO – Town of Manlius Police

Todd Galarneau, SPO - Town of Manlius Police

Percy Clarke III, SPO - Town of Manlius Police

Mark Zesky, SPO - Town of Manlius Police

Jeffrey MacDonald, SPO - Town of DeWitt Police

Jeff Slater, Captain - Town of Manlius Police

Marcia Kelley – ESM School Related Professionals Association

Jessica Fletcher – Coordinator of Health, Safety & Risk Management OCM BOCES

Bonnie Neubauer - Central High School Parent Representative

Tammy Hughes – ESM Teaching Assistants Association

Jennifer Homeyer – Dir. of Safety, Operations & Employee Accountabilities at
Transportation

Carolyn Scott - ESMUT

Pam Buddendeck - President ESM Administrators and Supervisors Association

APPENDIX F

Public Hearing

June 10, 2024

PUBLIC HEARING

East Syracuse Minoa Central School District

East Syracuse Minoa Central School District conducted a Public Hearing on **Monday, June 10, 2024**, for the purpose of reviewing revisions to the District-Wide School Safety Plan required under the Project Safe Schools Against Violence in Education (SAVE) legislation.

The Public Hearing was held at ESM Central High School at 7:30 pm in the Library Media Center.

APPENDIX G

School Bus Fleet Inventory and Maintenance Vehicle Inventory

2024-2025

School Bus Inventory - 2024 - 2025

Vehicle Number	License Number	Year	Make	Model	Type	VIN	Seating Capacity
16	BG7306	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFC2RCUG2955	66C 44A
17	BG7309	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFC4RCUG2956	66C 44A
18	BG7405	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFC6RCUG2957	66C 44A
19	BG7310	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFC8RCUG2958	66C 44A
20	BG7308	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFCXRCUG2959	66C 44A
21	BG7307	2024	THOMAS	CONVENTIONAL	BUS	4UZABRFC6RCUG2960	66C 44A
22	BH3936	2023	THOMAS	CONVENTIONAL	WHEELCHAIR	4UZABRFC1RCUK6596	39C 27A 4WC
35	BF8074	2014	THOMAS	CONVENTIONAL	WHEELCHAIR	4UZABPDT9FCFV7409	30C 21A 1WC
40	AN5420	2012	BBCV	CONVENTIONAL	BUS	1BAKFCPA3CF288244	65C 43A
42	AN5415	2013	BBCV	CONVENTIONAL	BUS	1BAKFCPAXDF291269	65C 43A
43	AN5414	2013	BBCV	CONVENTIONAL	BUS	1BAKFCPA6DF291270	65C 43A
45	AN5408	2014	BBCV	CONVENTIONAL	BUS	1BAKFCPA7EF301824	65C 43A
46	AN5410	2014	BBCV	CONVENTIONAL	BUS	1BAKFCPA7EF301825	65C 43A
47	AN5409	2014	BBCV	CONVENTIONAL	BUS	1BAKFCPA0EF301826	65C 43A
48	AN2837	2015	BBCV	CONVENTIONAL	BUS	1BAKFCPA2FF311338	65C 43A
49	AF2838	2015	BBCV	CONVENTIONAL	BUS	1BAKFCPA4FF311339	65C 43A
50	AF2836	2015	BBCV	CONVENTIONAL	BUS	1BAKFCPA0FF311340	65C 43A
51	AF2834	2015	BBCV	CONVENTIONAL	BUS	1BAKFCPA2FF311341	65C 43A
52	AW8425	2016	BBCV	CONVENTIONAL	BUS	1BAKFCPA1	65C 43A

				ONAL		GF320713	
53	AW8426	2016	BBCV	CONVENTI ONAL	BUS	1BAKFCPA1 GF320714	65C 43A
54	AW8427	2016	BBCV	CONVENTI ONAL	BUS	1BAKFCPA5 GF320715	65C 43A
55	AW8430	2016	BBCV	CONVENTI ONAL	BUS	1BAKFCPA1 GF320716	65C 43A
56	AW8431	2016	BBCV	CONVENTI ONAL	BUS	1BAKFCPA1 GF320717	65C 43A
57	AW8433	2016	BBCV	CONVENTI ONAL	BUS	1BAKFCPA1 GF320718	65C 43A
58	AY4420	2017	BBCV	CONVENTI ONAL	BUS	1BAKFCPAX HF332134	65C 43A
59	AY4423	2017	BBCV	CONVENTI ONAL	BUS	1BAKFCPA1 HF332135	65C 43A
60	AY4424	2017	BBCV	CONVENTI ONAL	BUS	1BAKFCPA3 HF332136	65C 43A
61	AY4426	2017	BBCV	CONVENTI ONAL	BUS	1BAKFCPA5 HF332137	65C 43A
62	AY5083	2017	BBCV	CONVENTI ONAL	WHEELCHA IR	1BAKFCPA7 HF3323351	59C 39A 1WC
63	AZ4607	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA4 JF336267	65C 43A
64	AZ4609	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA6 JF336268	65C 43A
65	AZ4611	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA8 JF336269	65C 43A
66	AZ4612	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA4 JF336270	65C 43A
67	AZ4613	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA6 JF336271	65C 43A
68	AZ4615	2018	BBCV	CONVENTI ONAL	BUS	1BAKFCEA8 JF336272	65C 43A
69	BA8989	2019	BBCV	CONVENTI ONAL	BUS	1BAKFCEA7 KF352433	65C 43A
70	BA8990	2019	BBCV	CONVENTI ONAL	BUS	1BAKFCEA9 KF352434	65C 43A
71	BA8994	2019	BBCV	CONVENTI ONAL	BUS	1BAKFCEA0 KF352435	65C 43A
72	BA8996	2019	BBCV	CONVENTI ONAL	BUS	1BAKFCEA2 KF352436	65C 43A

73	BA9001	2019	BBCV	CONVENTI ONAL	BUS	4UZ6CFAA1 1CG87001	65C 43A
74	BA9002	2019	BBCV	CONVENTI ONAL	BUS	1BAKFCEA6 KF352438	65C 43A
75	BC5077	2020	BBCV	CONVENTI ONAL	BUS	1BAKFCEA7 LF360419	65C 43A
76	BC5079	2020	BBCV	CONVENTI ONAL	BUS	1BAKFCEA3 LF60420	65C 43A
77	BC5089	2020	BBCV	CONVENTI ONAL	BUS	1BAKFCEA5 LF360421	65C 43A
78	BC5086	2020	BBCV	CONVENTI ONAL	BUS	1BAKFCEA7 LF360422	65C 43A
79	BC5082	2020	BBCV	CONVENTI ONAL	BUS	1BAKFCEA9 LF360423	65C 43A
80	BC5084	2020	BBCV	CONVENTI ONAL	WHEELCHA IR	1BAKFCEAX LF361905	28C 49A 2WC
81	BC6771	2020	THOMAS	CONVENTI ONAL	BUS	4UZABRFB2 LCLY5152	66C 44A
82	BD4280	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB3 MCMK1187	66C 44A
83	BD4279	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB5 MCMK1188	66C 44A
84	BD4278	2021	THOMAS	CONVENTI ONAL	BUS	4UZBRFB7 MCMK1189	66C 44A
85	BD4277	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB3 MCMK1190	66C 44A
86	BD4275	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB5 MCMK1191	66C 44A
87	BD4274	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB7 MCMK1192	66C 44A
88	BD4270	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB9 MCMK1193	66C 44A
89	BD4273	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB0 MCMK1194	66C 44A
90	BE7958	2022	THOMAS	CONVENTI ONAL	BUS	4UZABRFB1 NCNN2989	66C 44A
91	BE7959	2022	THOMAS	CONVENTI ONAL	BUS	4UZABRFB8 NCNN2990	66C 44A
92	BE7961	2022	THOMAS	CONVENTI ONAL	BUS	4UZABRFB1 NCNN2992	66C 44A
93	AY7616	2017	SUBURBAN	CHREVIOL	SUBURBAN	1GNSKKEC	8

				ET		7HR182957	
94	BE7962	2022	THOMAS	CONVENTI ONAL	BUS	4UZABRFBX NCNN2991	66C 44A
95	BE8772	2021	THOMAS	CONVENTI ONAL	BUS	4UZABRFB3 NCNN2993	66C 44A
96	BE9058	2022	THOMAS	CONVENTI ONAL	BUS	4UZABRFB5 NCNN2994	66C 44A
97	BG1078	2023	SUBURBAN	CHREVROL ET	SUBURBAN	1GNSKBKD 7PR158413	8
900	AN5487	2007	VAN	VAN	VAN	1GNFG15T7 71174299	8

Information provided by Jenn Homeyer

APPENDIX H

Non-Public Schools And Day Care Centers

2024-2025

Non-Public Schools 2024-2025

School Name	Address	Telephone	Arrival	Dismissal
All Saints Elementary	112 S. Wilber Ave Syracuse	315-422-3140		
Baldwinsville Christian Academy	7312 VanBuren Road Baldwinsville	315-638-1069	7:20 a.m. - 7:50 a.m.	2:50 p.m.
Bishop Grimes HS	6653 Kirkville Road East Syracuse	315-437-0356	7:15 a.m. - 7:40 a.m.	2:55 p.m.
Bishop Ludden MS	815 Fay Road Syracuse	315-468-2591	7:20 a.m. - 7:50 a.m.	2:50 p.m.
Blessed Sacrament	3129 James Street Syracuse	315-463-1261	7:15 a.m. - 8:00 a.m.	1:45 p.m. - 2:15 p.m.
Cathedral at Pompei	923 N. McBride Syracuse	315-422-8548		
Christian Brothers Academy	6245 Randall Road Syracuse	315-466-5960	7:30 a.m. - 7:50 a.m.	3:00 p.m.
Faith Heritage	3740 Midland Ave Syracuse	315-469-7777	7:45 a.m. - 8:10 a.m.	3:00 p.m.
Holy Cross Elementary	4200 E. Genesee Street Syracuse	315-446-4890	7:30 a.m. - 8:45 a.m.	2:50 p.m.
Holy Family		315-487-8515		
Immaculate Conception	400 Salt Springs Street Fayetteville	315-637-3961	8:30 a.m. - 9:00 a.m.	3:00 p.m.
LeMoynes New Heights	1419 Salt Springs Road Syracuse	315-569-7778	9:00 a.m.	3:00 p.m.
Living Word Academy	6101 Court Street Road Syracuse	315-437-6744	7:30 a.m. - 8:05 a.m.	12:15 Kindergarten 3:10 p.m.
Lyncourt School District	2707-09 Court Street Syracuse	315-455-7571	PK-4 7:50 a.m. 5-8 8:10 a.m.	2:05 p.m. 2:30 p.m.
Manlius Pebble Hill	5300 Jamesville Road Syracuse	315-446-2452		
Montessori School	115 Waldorf Parkway Syracuse	315-449-9033	7:45 a.m. - 8:30 a.m.	2:45 p.m.

School Name	Address	Telephone	Arrival	Dismissal
Most Holy Rosary	1031 Bellevue Ave.	315-476-6035		
ONTECH	810 Willis Ave Syracuse	315-396-0558	8:45 a.m.	3:30 p.m.
Parkview Jr. Academy	412 S. Avery Ave. Syracuse	315-468-0117	7:45 a.m. - 8:00 a.m.	3:10 p.m. Noon Fridays
St. Rose of Lima School	411 S. Main Street North Syracuse	315-458-6036	8:00 a.m. - 8:30 a.m.	2:30 p.m.
Southside Academy Charter School	2200 Onondaga Creek Road	315-476-3019	7:15 a.m.	2:15 p.m.
Syracuse Academy of Citizenship - Elementary	4837 S. Salina Street Syracuse	315-671-0270	8:30 a.m.	3:00 p.m.
Syracuse Academy of Citizenship - Middle	200 W. High Terrace Syracuse	315-671-0874		
Syracuse Academy of Science - Elementary	1001 Park Ave. Syracuse	315-469-9404	8:20 a.m. - 8:45 a.m.	2:50 p.m.
Syracuse Academy of Science - Middle	301 Valley Drive Syracuse	315-487-5986	8:30 a.m.	2:55 p.m.
Syracuse Academy of Science - HS	7053 Buckley Road Liverpool	315-428-8997	7:50 a.m. - 8:15 a.m.	2:30 p.m.

DAY CARE CENTERS

2024-2025

Daycare Name:	Name:	Phone:	Address:	Expiration Date:
Annmarie Lucisano	Annmarie Lucisano	315-463-8117	210 Greentree Drive East Syracuse	11/30/2023
Carol Todd	Carol Todd	315-877-5495	319 Highland Ave. East Syracuse	8/11/2023
Cheryl Dare	Cheryl Dare	315-463-0548	318 Dausmand St. East Syracuse	10/20/2026
Imagination Place	Antoinette Mullett	315-247-4737	7245 Kendall Dr. East Syracuse	5/8/2023
Josephine Mullane	Josephine Mullane	315-559-2087	449 East Ave. Minoa	3/31/2024
Judy Fredette	Judy Fredette	315-463-4878	404 Exeter St. East Syracuse	3/31/2024
Kelly Russell	Kelly Russell	315-437-1233	118 East Ave. East Syracuse	2/29/2024
Little Bee Hive	Lisa Jillson	315-627-0856	97 Ripplebrook Lane Minoa	7/26/2026
Lisa's Little Ones	Lidisbeth Arvella	315-359-3823	400 N. Center St. East Syracuse	12/12/2023
Mara's Teddy Bear Dreams	Mara Sloan	315-427-1487	103 E. Irving St. East Syracuse	3/3/2024
Memas Little Blessings	Elaina Miller	315-256-4193	301 Colfax Ave. East Syracuse	1/2/2024
Pave the Way	Jamie Landry	315-751-7283	610 N. Central Ave. Minoa	8/29/2022
Rainbow of Dreams	Helen Manso-Recio	551-254-4455	402 Frederick St. East Syracuse	9/25/2026
Sharon Nuffer	Sharon Nuffer	315-437-5130	225 W. Yates St. East Syracuse	1/5/2023
Shining Stars Daycare	Greta McDowell	315-656-2180	5930 Bowman Rd. East Syracuse	12/12/2018
Tender Hearts Family Child Care	Tracy Bourdon	315-656-7864 315-374-0001	113 Greenapple Lane Minoa	2/2/2024
Together We Grow	Tracy Walda	315-656-2399	7020 Manlius Center Rd. East Syracuse	5/31/2024

Information Provided by Jenn Homeyer

APPENDIX I

School Information Resource & Special Patrol Officer Agreements

2024-2025

SIRO Program 2023-2024 (Rebecca Kammar)
AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

THIS AGREEMENT is made this 1st day of July, 2023 and is intended for the period of July 1, 2023 through June 30, 2024 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter “POLICE DEPARTMENT”) and the EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT (hereinafter “SCHOOL DISTRICT”) as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as (“SIRO”) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO’s activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO’s work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.
- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT. Such administration, supervision and control is subject to the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT. Such policies or practices may have to be modified to comply with the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement.
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for **186** days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of the SIRO at a **per diem rate of \$739.29 for 7/1-12/31/2023 and \$802.76 for 1/1-6/30/2024**. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of the SIRO.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime shall be billed at a rate of **\$82.82 per hour for 7/1-12/31/2023** and at **\$89.52 per hour for 1/1-6/30/2024**.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.
- 3.5 It is understood and agreed that time spent by the SIRO attending court related to juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.

- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the SCHOOL DISTRICT administration.
- 5.2 To counsel public school students in special situations when requested by the Principal or the principal's designee or by the parents of a student;
- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
- 5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL

DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC). Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO. The SIRO's decision shall take into account the privacy interests of those subjects who are being recorded.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall transport students in their vehicles when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.

11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2023 and ending on June 30, 2024. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the

Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as a police officer. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO'S authorized duties as solely directed by school personnel and not pursuant to or in contravention of the SIRO's law enforcement duties. The POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

The Town shall provide their Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- (a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

- (b) The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
- (c) The Town will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- (d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) In the event the Town engages a subcontractor to perform their contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

16.0 Data Breach

In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

- (a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District subject to this section.

- ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- (e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

By: _____
 Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
 John Deer, Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
 Jason Cassalia, Chief of Police

EXHIBIT A
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Common Core Implementation Reform Act enacted in 2014 requires school districts to publish a "Parents' Bill of Rights for Data Privacy and Security" on their websites:

1. A student's personally identifiable information (PII) cannot be sold or released by the District/BOCES for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED has developed regulations pertaining to this.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at [NYSED's website](#) or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY12234.
5. Parents have the right to file complaints with the District/BOCES about possible privacy breaches of student data by the District's/BOCES' third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Executive Director of Planning, Development & Technology, at 407 Fremont Road, East Syracuse, NY 13057 or 315-434-3008. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to privacy@nysed.gov.

EXHIBIT B
PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

- 1. EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the Town/Police Department (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the School District commencing and expiring on the dates set forth above (the “Contract”).
- 2. SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
- 3. CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in the format in which it was received and/or destroyed by the Contractor as directed by the School District.
- 4. DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
- 5. SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored in compliance with all applicable laws. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
- 6. ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

EXHIBIT C
DATA SECURITY AND PRIVACY PLAN

WHEREAS, the East Syracuse Minoa Central School District (hereinafter “District”) and the Town

of Manlius acting by and through its Police Department (hereinafter “PROVIDER”) entered into an agreement dated July 1, 2023 (hereinafter “Agreement”) which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter “Services”).

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

1. During the term of the Agreement, PROVIDER will implement all State, Federal and local data security and privacy requirements, consistent with the District’s Data Security and Privacy Policy in the following way(s): PROVIDER will only use personally identifiable student data (as defined in 8 NYCRR 121.1) and teacher or principal data (as defined in 8 NYCRR 121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;
2. PROVIDER has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: PROVIDER maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.
3. PROVIDER shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the District Parents' Bill of Rights for Data Privacy and Security and will comply with the same.
 - a. PROVIDER will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. PROVIDER will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom PROVIDER will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information: appended to the Agreement.
 - c. At the end of the term of the Agreement, PROVIDER will destroy, transition or return, at the direction of the District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of PROVIDER and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: on an annual basis.

EXHIBIT C
DATA SECURITY AND PRIVACY PLAN (Cont.’d)

5. Subcontractors:
PROVIDER shall utilize subcontractors. PROVIDER shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected: PROVIDER will ensure that any subcontractors, third-party service providers, or other authorized persons or entities to whom the PROVIDER will disclose the personally identifiable student data and teacher or principal data, if any, are contractually required to abide by applicable

data protection and security requirements consistent with those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR Part 121).

6. PROVIDER has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: PROVIDER will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. PROVIDER will promptly notify the District of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.
7. Termination of Agreement.
 - a. Within 30 days of termination of the Agreement, PROVIDER shall delete or destroy all student data or teacher or principal data in its possession; AND
 - b. If requested within 15 days of termination of the Agreement, PROVIDER shall Return all data to the District using a mutually agreed to format.
8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR 121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the PROVIDER hereto has executed this Data Security and Privacy Plan as of July 1, 2023.

Town of Manlius:

By: _____

Title: _____

Special Patrol Officer Agreement Between the Town of DeWitt and the East Syracuse Minoa Central School District

This Special Patrol Officer Agreement (the “Agreement”) is made as of the 1st day of September, 2023, by and between the Town of DeWitt by and through its Police Department, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 5400 Butternut Drive, East Syracuse, New York (the “Town”); and the East Syracuse Minoa Central School District, of the County of Onondaga and State of New York, a municipal corporation whose principal address is 407 Fremont Road, East Syracuse, New York (the “School District”). The Town of

DeWitt Police Department ("Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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 the Town are both deemed to be "municipal corporations" as that term is defined by GML 119-n(a); and

WHEREAS, the School District and the Town have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of dedicated officers of the DeWitt Police Department to serve as Special Patrol Officer(s) in the School District.

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

- 1.1** This Agreement is for the academic school year of 2023-2024 and begins on September 1, 2023 and expires on June 30, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

- 2.1** The Town and School District have voluntarily chosen to enter into the Agreement in order to have Peace Officer(s) placed within the School District.
- 2.2** These Peace Officer(s) shall be referred to under this Agreement as Special Patrol Officers ("SPOs"). For the purposes of this Agreement, the term "SPO" shall include those officers specifically selected for (and assigned to) the Schools for a specific academic year. SPOs will be responsible to serve and perform the job duties described herein, to the extent consistent with the parties overall objectives and responsibilities described herein (collectively "SPO Services").
- 2.3** The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar, The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.
- 2.4** The Town agrees that the SPO Services rendered under this Agreement will be in

compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

3.0 SPO Program Objectives

The objectives of the SPO program are to:

- 3.1** Provide a Police presence in the Schools in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- 3.2** Provide a law enforcement resource to students, teachers, school administrators and parents, so as to increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;
- 3.3** Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- 3.4** Facilitate crime prevention, law enforcement and security consultation;
- 3.5** Build lines of communication and promote positive attitudes between students and the Police Department;
- 3.6** Provide a counseling resource to students who may be experiencing a variety of school, family, or social problems;
- 3.7** Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.);
- 3.8** Provide a positive role model for students; and
- 3.9** Provide education in law enforcement, as requested and appropriate.

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1** Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);
 - 4.1.2** If, at any time

during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so.
- 5.4** In the event the SPO is absent from work, the SPO shall notify the School District clerk prior to the SPO's scheduled arrival time. The Town shall, in such event, provide a substitute SPO for that day.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.
- 6.2** The Town shall be responsible for all costs associated with the required finger-printing and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1 In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the DeWitt Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.
- 7.2 The Town - through the DeWitt Police Department - may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3 The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

In addition to any other responsibilities of the School District set forth in the Agreement, the School District will:

- 8.1 Designate a School Building Administrator who shall serve as the building-level School representative for the SPO program;
- 8.2 Provide the SPO with access to its School facilities, personnel and students as reasonably required to fulfill the SPO's duties under this Agreement;
- 8.3 Ensure that school personnel, School Board Members, students and parents are informed of the duties and presence of the SPO in the School;
- 8.4 Provide time and appropriate space for the SPO to conduct approved staff, student and parent training;
- 8.5 Provide space for the SPO to store instructional materials and perform necessary tasks directly related to the SPO program;
- 8.6 Cooperate with the Town to supply any relevant information needed for purposes of submitting retirement waivers for the SPOs; and
- 8.7 Cooperate with the Police Department and SPO relative to the scheduling of time off in the event of an SPO's illness or injury.

9.0 INFORMATION SHARING

- 9.1 The School District will share relevant information about school safety issues

with the SPO including, but not limited to:

- 9.1.1** School District and School building safety/crisis plans, including for any other school to which the SPO may be assigned;
- 9.1.2** The School District's Code of Conduct;
- 9.1.3** Uniform violent incident reports in accordance with New York State Education Law and the Safe Schools against Violence in Education Act; and
- 9.1.4** Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

10.0 INFORMATION SHARING BY THE TOWN

The Town and SPO will share relevant information, to the extent permitted by law, about school safety issues with the School District including, but not limited to:

- 10.1.1** 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.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and
- 10.1.3** Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

In addition to any other duties specifically set forth in the Agreement, an SPO assigned to the School District shall provide SPO Services intended to meet the program objectives, including, but not limited to the following:

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;
- 11.4** Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5** Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.

- 11.6** Present educational programs to School employees, parents and School Board Members;
- 11.7** Build community relationships by serving as liaison between the Town (which includes the DeWitt Police Department) and the School District;
- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15** Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16** The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;
- 11.17** The SPO shall not detain or question students regarding their immigration status;
- 11.18** In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

- 12.1** The SPOs assigned to the School District pursuant to the Agreement are under the direct and sole supervision and authority of the Town's Chief of Police and other Command Officers within the DeWitt Police Department.
- 12.2** The SPOs assigned to the School District shall comply with all general and specific SPO policies or protocol/procedure directives prepared by the DeWitt Police Department.
- 12.3** The DeWitt Police Department will share a copy of any SPO policy or protocol/procedure direction with the School District.
- 12.4** The Police Department will also provide a copy of all SPO policies or protocol/procedure directives to SPOs assigned to the School District.
- 12.5** In the performance of the duties described herein, the SPO shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the SPO Supervisor assigned by the Town for such purpose in the event of any question regarding the performance of duties by an SPO. However, the SPO shall remain under the direct and exclusive control and supervision of the Town on all matters relating to the duties of the SPO under this Agreement.
- 12.6** The SPO shall not be an employee of the School District.
- 12.7** The Parties shall confer and agree regarding the SPO's attire while on duty.

13.0 PROGRAM EVALUATION

- 13.1** The School District will provide timely evaluations to the Police Department to enable required progress reports to be completed in an efficient and timely manner.
- 13.2** Any evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively by the School District and the Police Department in order to ensure objective evaluation criteria are established and applied.

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1** The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

- 14.2** SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of forty dollars (\$40.00) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.
- 14.3** The SPO's regular duty hours shall be 8:30a.m. until 4:30p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day,
- 14.4** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.5** The Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced two times per year - once in December and once in June - for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.6** The School District further agrees to reimburse the Town for up to \$15,000 per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.7** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from year one to year two of this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.8** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2** The Town's employees, consultants, or agents shall not hold himself/herself 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, New York State Retirement membership or credit, etc.
- 15.3** The Town shall not have, nor hold itself out as having, the authority or power to bind or create liability for the School District by the Town's acts or omissions.
- 15.4** It is agreed by the Town and the School District that neither federal, state, or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any Town employee, consultant, or agent in connection with this Agreement.
- 15.5** Said employment withholdings and/or payments are to be made by the Town in compliance with all federal, state, and local laws, rules or regulations.
- 15.6** Provided the School District timely pays the Town the Fees established, the Town agrees to pay and/or withhold all applicable taxes, including income taxes, Workers' Compensation Insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Town or its relationship with the School District, and further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.
- 15.7** The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the Town or its agents perform SPO Services under this Agreement, unless otherwise addressed in this Agreement and except as required by federal, state, or local laws, rules, and regulations.
- 15.8** These provisions shall survive any expiration, termination, or non-renewal of the Agreement.

16.0 TERMINATION OF THE AGREEMENT.

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days advance notice to the other party. Such notification shall be made, in writing and sent via a trackable overnight delivery method (e.g., FedEx, UPS, USPS Express Mail, etc.) to the other party at its principal address.

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2024.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

- 18.1** The Town shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such liabilities arise from the negligent or other wrongful acts or omissions, or any such legal or contractual duties or obligations assumed by the School District, of the Town, its officers, and employees, (including the SPO), or from the Town or any such person's or the Town's material breach of, or default hereunder.
- 18.2** The School District shall indemnify and hold harmless the Town from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "liabilities") to the extent such liabilities arise from negligent or other wrongful acts or omissions or of any such legal or contracted duties or obligations assumed by the School District, of the School District, its officers, and employees, or from the School District's material breach of, or default hereunder.

19.0 CONTROLLING LAW AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision. If an action is filed to enforce this Agreement, the parties agree that such action must be filed exclusively in a court of competent jurisdiction in Onondaga County, New York, and the parties expressly consent to the jurisdiction of such court.

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

This Agreement may not be altered except by a writing signed by both parties. Furthermore, this Agreement represents the entire agreement and understanding between the parties and supersedes all prior agreements between the parties, written or oral.

22.0 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.

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA

The Town shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(i)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- 24.1** The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- 24.2** The Town will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- 24.3** The Town will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- 24.4** The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- 24.5** The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- 24.6** The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

- 24.7** The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- 24.8** The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- 24.9** In the event The Town engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

25.0 DATA BREACH

In the event that Confidential Data is accessed or obtained by an unauthorized individual, The Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process.

- 25.1** The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- 25.3** Where a breach or unauthorized release of Confidential Data is attributed to The Town, and/or a subcontractor or affiliate of The Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- 25.4** The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- 25.4.1** The name and contact information of the reporting School District subject

to this section.

- 25.4.2** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 25.4.3** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - 25.4.4** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 25.4.5** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - 25.4.6** Information about what the agency has done to protect individuals whose information has been breached.
 - 25.4.7** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- 25.5** The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan

26.0 ADDENDUM

The following addenda attached hereto shall be incorporated into the Agreement:

Addendum A: Parents' Bill of Rights for Data Privacy and Security

Addendum B: Parents' Bill of Rights - Supplemental Information Addendum

Addendum C: The Town's Data Security and Privacy Plan

27.0 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 rights. A waiver is effective only if in writing and signed and delivered

by the waiving party.

28.0 MUTUAL COVENANTS

28.1 The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below.

28.2 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

29.0 OVERTIME

SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

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

For the:
Town of DeWitt

For the:
East Syracuse Minoa Central School District

Edward Michalenko, Ph.D., Supervisor

Dr. Donna J. DeSiato, Superintendent

Date

Date

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

East Syracuse Minoa Central School District is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law 82-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.

- Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review in an Excel file at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>.
- Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Kieran O'Connor, Executive Director of Planning, Development and Technology, East Syracuse Minoa Central School District, 407 Fremont Road, East Syracuse, New York 13057. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. EXCLUSIVE PURPOSES FOR DATA USE: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the East Syracuse Minoa Central School District (the "School District") commencing on September 1, 2022, and expiring on June 30, 2022 (the "Contract").

2. SUBCONTRACTOR OVERSIGHT DETAILS: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. CONTRACT PRACTICES: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in **[insert data format]** format and/or destroyed by the Contractor as directed by the School District.

4. DATA ACCURACY/CORRECTION PRACTICES: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA, Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. SECURITY PRACTICES: Confidential Data provided to Contractor by the School District will be stored **[insert location]**. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. ENCRYPTION PRACTICES: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

TOWN'S DATA SECURITY AND PRIVACY PLAN DATA SECURITY AND PRIVACY PLAN

WHEREAS, the East Syracuse Minoa Central School District (hereinafter "School District") and the Town of Manlius (hereinafter "Contractor") entered into an agreement dated September 1, 2022 (hereinafter "Agreement") for Special Patrol Officer (hereinafter "Services").

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, the Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: Specify date of each training

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected.

6. Contractor has the following procedures, plans or protocols in place to manage data

security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

7. Termination of Agreement.

- a. Within _____ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. Within _____ days of termination of the Agreement, Contractor shall
_____ Return all data to the School District using _____ OR
_____ Transition all data to a successor contractor designated by the School District in writing using _____.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and

Privacy Plan as of _____.

CONTRACTOR: _____

By:
Title:

**Special Patrol Officer Agreement Between the Town of Manlius
and the East Syracuse Minoa Central School District**

This Special Patrol Officer Agreement (the "Agreement") is made as of the 1st day of September, 2023, by and between the Town of Manlius by and through its Police Department, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 1 Arkie Albanese Ave., Manlius, New York (the "Town"); and the East Syracuse Minoa Central School District, of the County of Onondaga and State of New York, a municipal corporation whose

principal address is 407 Fremont Road, East Syracuse, New York (the "School District"). The Town of Manlius Police Department ("Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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 the Town are both deemed to be "municipal corporations" as that term is defined by GML 119-n(a); and

WHEREAS, the School District and the Town have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of dedicated officers of the Manlius Police Department to serve as Special Patrol Officer(s) in the School District.

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

- 1.1** This Agreement is for the academic school year of 2023-2024 and begins on September 1, 2023 and expires on June 30, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

- 2.1** The Town and School District have voluntarily chosen to enter into the Agreement in order to have Peace Officer(s) placed within the School District.
- 2.2** These Peace Officer(s) shall be referred to under this Agreement as Special Patrol Officers ("SPOs"). For the purposes of this Agreement, the term "SPO" shall include those officers specifically selected for (and assigned to) the Schools for a specific academic year. SPOs will be responsible to serve and perform the job duties described herein, to the extent consistent with the parties overall objectives and responsibilities described herein (collectively "SPO Services").
- 2.3** The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar, The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.

- 2.4 The Town agrees that the SPO Services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

3.0 SPO Program Objectives The objectives of the SPO program are to:

- 3.1 Provide a Police presence in the Schools in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- 3.2 Provide a law enforcement resource to students, teachers, school administrators and parents, so as to increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;
- 3.3 Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- 3.4 Facilitate crime prevention, law enforcement and security consultation;
- 3.5 Build lines of communication and promote positive attitudes between students and the Police Department;
- 3.6 Provide a counseling resource to students who may be experiencing a variety of school, family, or social problems;
- 3.7 Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.);
- 3.8 Provide a positive role model for students; and
- 3.9 Provide education in law enforcement, as requested and appropriate.

4.0 Qualifications for SPO

The SPO shall:

- 4.1 Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1 Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);
 - 4.1.2 If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise

impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so.
- 5.4** In the event the SPO is absent from work, the SPO shall notify the School District clerk prior to the SPO's scheduled arrival time. The Town shall, in such event, provide a substitute.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.
- 6.2** The Town shall be responsible for all costs associated with the required finger-printing and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1** In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School

District to implement the SPO Program in the Schools with the least possible disruption to the educational process.

- 7.2 The Town - through the Manlius Police Department - may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3 The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

In addition to any other responsibilities of the School District set forth in the Agreement, the School District will:

- 8.1 Designate a School Building Administrator who shall serve as the building-level School representative for the SPO program;
- 8.2 Provide the SPO with access to its School facilities, personnel and students as reasonably required to fulfill the SPO's duties under this Agreement;
- 8.3 Ensure that school personnel, School Board Members, students and parents are informed of the duties and presence of the SPO in the School;
- 8.4 Provide time and appropriate space for the SPO to conduct approved staff, student and parent training;
- 8.5 Provide space for the SPO to store instructional materials and perform necessary tasks directly related to the SPO program;
- 8.6 Cooperate with the Town to supply any relevant information needed for purposes of submitting retirement waivers for the SPOs; and
- 8.7 Cooperate with the Police Department and SPO relative to the scheduling of time off in the event of an SPO's illness or injury.

9.0 INFORMATION SHARING

- 9.1 The School District will share relevant information about school safety issues with the SPO including, but not limited to:
 - 9.1.1 School District and School building safety/crisis plans, including for any other school to which the SPO may be assigned;
 - 9.1.2 The School District's Code of Conduct;

9.1.3 Uniform violent incident reports in accordance with New York State Education Law and the Safe Schools against Violence in Education Act; and

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

10.0 INFORMATION SHARING BY THE TOWN

The Town and SPO will share relevant information, to the extent permitted by law, about school safety issues with the School District including, but not limited to:

10.1.1 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.

10.1.2 Any information pertinent to school safety and/or safety of individuals on School property; and

10.1.3 Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

In addition to any other duties specifically set forth in the Agreement, an SPO assigned to the School District shall provide SPO Services intended to meet the program objectives, including, but not limited to the following:

11.1 Patrol and observe all areas of the assigned School(s) and corresponding grounds;

11.2 Be visible and available to the students, faculty, and administration;

11.3 Keep the peace and help maintain a safe and orderly school community;

11.4 Develop and maintain a positive and open relationship with students, faculty and parents;

11.5 Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.

11.6 Present educational programs to School employees, parents and School Board Members;

11.7 Build community relationships by serving as liaison between the Town (which includes the Manlius Police Department) and the School District;

- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15** Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16** The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;
- 11.17** The SPO shall not detain or question students regarding their immigration status;
- 11.18** In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

- 12.1** The SPOs assigned to the School District pursuant to the Agreement are under the direct and sole supervision and authority of the Town's Chief of Police and other Command Officers within the Manlius Police Department.
- 12.2** The SPOs assigned to the School District shall comply with all general and specific SPO policies or protocol/procedure directives prepared by the Manlius Police Department.

- 12.3 The Manlius Police Department will share a copy of any SPO policy or protocol/procedure direction with the School District.
- 12.4 The Police Department will also provide a copy of all SPO policies or protocol/procedure directives to SPOs assigned to the School District.
- 12.5 In the performance of the duties described herein, the SPO shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the SPO Supervisor assigned by the Town for such purpose in the event of any question regarding the performance of duties by an SPO. However, the SPO shall remain under the direct and exclusive control and supervision of the Town on all matters relating to the duties of the SPO under this Agreement.
- 12.6 The SPO shall not be an employee of the School District.
- 12.7 The Parties shall confer and agree regarding the SPO's attire while on duty.

13.0 PROGRAM EVALUATION

- 13.1 The School District will provide timely evaluations to the Police Department to enable required progress reports to be completed in an efficient and timely manner.
- 13.2 Any evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively by the School District and the Police Department in order to ensure objective evaluation criteria are established and applied.

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1 The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.
- 14.2 SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of forty dollars (\$40.00) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.
- 14.3 The SPO's regular duty hours shall be 8:30a.m. until 4:30p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or

the Principal of the building to which the SPO is assigned on a given day,

- 14.4 Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.5 The Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced two times per year - once in December and once in June - for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.6 The School District further agrees to reimburse the Town for up to \$10,000 per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.7 The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from year one to year two of this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.8 Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1 The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2 The Town's employees, consultants, or agents shall not hold himself/herself 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, New York State Retirement membership or credit, etc.
- 15.3 The Town shall not have, nor hold itself out as having, the authority or power to

bind or create liability for the School District by the Town's acts or omissions.

- 15.4** It is agreed by the Town and the School District that neither federal, state, or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any Town employee, consultant, or agent in connection with this Agreement.
- 15.5** Said employment withholdings and/or payments are to be made by the Town in compliance with all federal, state, and local laws, rules or regulations.
- 15.6** Provided the School District timely pays the Town the Fees established, the Town agrees to pay and/or withhold all applicable taxes, including income taxes, Workers' Compensation Insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Town or its relationship with the School District, and further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.
- 15.7** The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the Town or its agents perform SPO Services under this Agreement, unless otherwise addressed in this Agreement and except as required by federal, state, or local laws, rules, and regulations.
- 15.8** These provisions shall survive any expiration, termination, or non-renewal of the Agreement.

16.0 TERMINATION OF THE AGREEMENT.

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days advance notice to the other party. Such notification shall be made, in writing and sent via a trackable overnight delivery method (e.g., FedEx, UPS, USPS Express Mail, etc.) to the other party at its principal address.

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2024.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

18.1 The Town shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such liabilities arise from the negligent or other wrongful acts or omissions, or any such legal or contractual duties or obligations assumed by the School District, of the Town, its officers, and employees, (including the SPO), or from the Town or any such person's or the Town's material breach of, or default hereunder.

18.2 The School District shall indemnify and hold harmless the Town from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "liabilities") to the extent such liabilities arise from negligent or other wrongful acts or omissions or of any such legal or contracted duties or obligations assumed by the School District, of the School District, its officers, and employees, or from the School District's material breach of, or default hereunder.

19.0 CONTROLLING LAW AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision. If an action is filed to enforce this Agreement, the parties agree that such action must be filed exclusively in a court of competent jurisdiction in Onondaga County, New York, and the parties expressly consent to the jurisdiction of such court.

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

This Agreement may not be altered except by a writing signed by both parties. Furthermore, this Agreement represents the entire agreement and understanding between the parties and supersedes all prior agreements between the parties, written or oral.

22.0 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.

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$500,000 per

occurrence and \$1,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA

The Town shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(i)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- 24.1** The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- 24.2** The Town will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- 24.3** The Town will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- 24.4** The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- 24.5** The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- 24.6** The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- 24.7** The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- 24.8** The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- 24.9** In the event The Town engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

25.0 DATA BREACH

In the event that Confidential Data is accessed or obtained by an unauthorized individual, The Town shall provide notification to the School District without unreasonable delay

and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process.

- 25.1** The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- 25.3** Where a breach or unauthorized release of Confidential Data is attributed to The Town, and/or a subcontractor or affiliate of The Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- 25.4** The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - 25.4.1** The name and contact information of the reporting School District subject to this section.
 - 25.4.2** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 25.4.3** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - 25.4.4** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 25.4.5** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - 25.4.6** Information about what the agency has done to protect individuals whose information has been breached.
 - 25.4.7** Advice on steps that the person whose information has been breached may

take to protect himself or herself.

- 25.5** The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan

26.0 ADDENDUM

The following addenda attached hereto shall be incorporated into the Agreement:

Addendum A: Parents' Bill of Rights for Data Privacy and Security

Addendum B: Parents' Bill of Rights - Supplemental Information Addendum

Addendum C: The Town's Data Security and Privacy Plan

27.0 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 rights. A waiver is effective only if in writing and signed and delivered by the waiving party.

28.0 MUTUAL COVENANTS

- 28.1** The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below.

- 28.2** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

29.0 OVERTIME

SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered

to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include

a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

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

For the:
Town of Manlius

For the:
East Syracuse Minoa Central School District

John T. Deer, Supervisor

Dr. Donna J. DeSiato, Superintendent

Date

Date

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

East Syracuse Minoa Central School District is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law 82-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.
- Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review in an Excel file at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>.
- Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Kieran O'Connor, Executive Director of Planning, Development and Technology, East Syracuse Minoa Central School District, 407 Fremont Road, East Syracuse, New York 13057. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. EXCLUSIVE PURPOSES FOR DATA USE: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the East

Syracuse Minoa Central School District (the "School District") commencing on September 1, 2022, and expiring on June 30, 2022 (the "Contract").

2. SUBCONTRACTOR OVERSIGHT DETAILS: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. CONTRACT PRACTICES: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in **[insert data format]** format and/or destroyed by the Contractor as directed by the School District.

4. DATA ACCURACY/CORRECTION PRACTICES: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. SECURITY PRACTICES: Confidential Data provided to Contractor by the School District will be stored **[insert location]**. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. ENCRYPTION PRACTICES: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

TOWN'S DATA SECURITY AND PRIVACY PLAN DATA SECURITY AND PRIVACY PLAN

WHEREAS, the East Syracuse Minoa Central School District (hereinafter "School District") and the Town of Manlius (hereinafter "Contractor") entered into an agreement dated September 1, 2022 (hereinafter "Agreement") for Special Patrol Officer (hereinafter "Services").

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, the Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: Specify date of each training

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Procedures, plans or protocols must, at a minimum, specify plans to identify breaches

and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.

- a. Within _____ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. Within _____ days of termination of the Agreement, Contractor shall
_____ Return all data to the School District using _____ OR
_____ Transition all data to a successor contractor designated by the School District in writing using _____.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and

Privacy Plan as of _____.

CONTRACTOR: _____

By:

Title:

APPENDIX J

Pandemic Plan (Public Health Emergency Continuation of Operations Plan)

East Syracuse Minoa Central School District - Pandemic Plan Protocols Public Health Emergency Continuation of Operations Plan

These Protocols contain the following sections:

- Section A: Essential Employees**
- Section B: Telecommuting Protocols**
- Section C: Work Schedules/Locations**
- Section D: Documenting Hours and Work Locations**

Section E: Personal Protective Equipment
Section F: Exposure to Employee or Contractor
Section G: Emergency Housing

Section A: Essential Employees

The following employees are considered “essential” in the event of a State-ordered reduction of in-person workforce. “Essential” means a designation made that a public employee or contractor is required to be physically present at a worksite to perform their job. The justification for their categorization as such is included below. In the event of a public health emergency and educational and support services are mandated to be provided in person by Federal, State, County or local authorities, all staff engaged in those instructional delivery and support services to students would be considered essential.

Title/Position of Essential Employee	Description of position/title	Justification of consideration for position/title being essential
School Bus Driver School Bus Attendant Auto Mechanic	Transport students, food delivery, supplies delivery. Support maintenance operations for Transportation Department	Required services for student health and safety during a public health emergency.
School Secretary 1 School Secretary 2 Confidential Clerical Clerical Staff Typist 1, 2 Account Clerk 2 Teacher Aide	Direct administrative assistant responsibilities supporting administration. District clerical and specific task support for building and district administration	Continuous communication with the public, parents, staff and students regarding public health protocols. Manage the Raptor Security System to ensure all visitors to district buildings are screened prior to entry. Maintain critical program and fiscal District records for accountability related to essential school operations during a public health emergency. Regular payroll and vendor payments must be done in-person by the respective staff.
Building Administration Principals, Associate Principals, Assistant Principals	Building Leadership, planning, organization, implementation of all facets of school operations	Leadership for school safety and security and supervision of instruction during a public health emergency. Manage critical communication channels with building personnel and the community

		at large during a public health emergency.
School Nurse	Provision of mandated health services for students and staff. Provision of necessary school health services in the event of in-person education.	Public health emergencies require on-site nursing services. In-person health screenings and evaluations in relation to symptoms of Disease; provision of health services necessary for typical operation of School District.
Custodians, General Mechanics, Buildings and Groundskeepers, and Laborers	Maintain a safe school environment, cleaning, disinfecting, and physical plant operations. Maintain and repair of physical plant to ensure safe, efficient operations.	The schools and other district facilities must operate continuously during a public health emergency. Maintenance of a safe school environment and minimizing risks of exposure through cleaning and disinfection. Physical Plant maintenance and efficiency is essential to a safe school environment
Counselor, Psychologist, OT/PT	Related service personnel are essential to address Mental Health and Special Education needs of students. Provision of necessary special and general education services for students.	Mental Health and Special Education related services need to be provided in-person during a public health emergency. In-person therapies as required on IEPs for students and in the course of daily education.
Special Education Teachers and Other Staff providing services to students with disabilities	Provision of mandated special education services for students with disabilities	In the event of a public health emergency and special education services are mandated to be provided in person at either the Federal, State, County or local level, all staff servicing special education students would be considered essential.
Superintendent, Deputy Superintendent,	Provide leadership and decision-making functions for resource allocation, communication,	A public health emergency requires coordinated, collaborative and decisive

Executive Directors	and implementation of emergency plans.	problem solving and action planning.
School Information Resource Officers	Provide advice and council to school staff, students and parents regarding safety and security. Provision of safety assistance in the event of in-person education.	School safety and security is essential during a public health emergency. Maintenance of a safe school environment as typical in the course of daily education.
District Instructional Administrators and Non-Instructional Supervisors	Leadership for critical programs, fiscal and operational systems.	District educational, facilities and transportation systems must continue to operate during a public health emergency.
Tech Support Personnel Instructional Non-Instructional	Provide tech support to monitor and troubleshoot technology systems for optimum efficiency	Ensure technological systems and structures are functioning properly during a public health emergency.
Contractors Chartwells Food Service Workers	Provision of food and nutrition services for Pre K-12 students	Meet all State requirements for food preparation and disbursement during a public health emergency.
Instructional, Non-Instructional and Support Staff	Provision of mandated education and support services	District must provide Federal, State, County or local mandated services.

Section B: Telecommuting Protocols

Procurement

The District will abide by all State requirements for the procurement of any supplies or items required to facilitate telecommuting for employees and contractors.

Distribution and Installation of Devices or Technology (including downloading and installation of any software, data, office laptops or cell phones)

- 1. Who will be in charge of distribution per Department;**
 - a. Technology will be distributed at the school level by classroom teachers/school administration.**
- 2. How the IT Department will prioritize setting up employees to work remotely on short notice;**
 - a. The priority for remote work will be to focus on classroom teachers, TAs and any other staff who support classrooms in the first wave of set up. Following that set up will be all other building based staff and then district office staff.**
- 3. How to track installation/downloading;**

- a. **Schools keep records of which student/staff has what district owned technology. When we return to normal operation, items are then checked back in through the school. District office technology assets are checked out and in through the Planning, Development and Technology office.**
- 4. Ongoing records for necessary software, technology, etc.;**
 - a. **We utilize an inventory system and additional tracking software so that we can locate missing hardware. In addition we can disable any hardware that has not been returned.**
- 5. Preparing employees to work remotely before a Disease is recognized – i.e., setting up capability during initial onboarding and working with existing staff to update capabilities.**
 - a. All staff have account credentials so that they can login from inside or outside of the school district. Many staff already utilize the Google environment when home, so it is not something new for them. We have a dedicated helpdesk to field any questions staff might have and can remotely access district owned hardware to provide support.

Technology and Connectivity

- **Each school and/or district reopening plan must include information on how the school/district will have knowledge of the level of access to devices and high speed internet all students and teachers have in their places of residence.**
 - When schools closed in March 2020, ESM surveyed all parents and staff to find out what technology they had at home, including whether or not they had high speed internet access. We will re-survey parents as part of our reopening plan, to see what their needs are.
 - In the event of a Disease, a follow-up survey would be administered to ensure currentness of access, particularly in the event financial circumstances have changed for families due to a Disease.
- **Each school and/or district reopening plan must include information on how the school or district, to the extent practicable, will address the need to provide devices and internet access to students and teachers who currently do not have sufficient access.**
 - In March 2020, the District worked with both parents and teachers to make sure that when they were home, any student or teacher who required a device was provided one, and that every student or teacher had adequate online capability. If a student or family did not have adequate online capability the District worked to connect them to internet providers offering free or low-cost internet. This practice has been continued through the current 2023-3024 school year.
 - **Each school and/or district reopening plan must include information on how the school or district will provide multiple ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models, especially if all students do not yet have sufficient access to devices and/or high-speed internet.**

- Our learning model as we re-opened school for the 2020-2021 school year involved three modes of learning:
 - Students attend school as normal. In this design students will have a Chromebook assigned to them by the District on a 1 to 1 basis.
 - Students attend virtually, from home. In this model, students will have a Chromebook assigned to them for home use, and will work with their teachers remotely, using web conferencing software and a learning management system. Students learning from home will work with teachers both synchronously and asynchronously.
 - Students are provided a hybrid model with remote and in-person learning models.
 - For the 2021-2022 and 2022-2023 school years all students were provided in-person learning. The only students who were provided a remote learning mode were those with documented medical conditions.

Office phone lines

As practicable, the District shall transfer office phone lines to non-essential employees' cell phones. To the extent any employee has an administrative support to answer phone lines, this will be maintained through the use of transferring lines as well.

Should any non-essential employee lack a cell phone, the District will troubleshoot the issue to attempt to transfer phone lines in another manner.

Section C: Work Schedules/Locations

The District recognizes that, although employees and contractors labeled as essential must be physically present at the worksite to perform their duties, the hours in which they must be at the worksite will not be identical. Below is a description of how the District will, to the extent possible, stagger work shifts of essential employees and contractors in order to reduce overcrowding on public transportation systems and at worksites.

Upon designation of a Disease under these Protocols, within two (2) business days, the immediate supervisor of each essential employee and contractor shall determine the hours during which each essential employee and contractor must be present at the worksite and the worksite at which the employee or contractor is to be present. To the extent possible, the supervisor shall identify flexibility within these hours and locations. Following this identification for all employees and contractors, the supervisor must submit the list of hours and locations required to the Superintendent of Schools (or their identified designee) for their review.

Upon receipt of the list of hours and locations for each employee and contractor, the Superintendent or their designee will, in turn, review the list and promulgate precise hours for each employee and contractor, adjusting hours as possible to reduce an influx of employees and contractors arriving at similar times to similar locations. The goal of the Superintendent or their designee's oversight is to stagger work shifts and locations to reduce overcrowding on public transportation systems and at worksites. The Superintendent or their designee must not adjust any hours contractually agreed upon within a collective bargaining agreement or employment contract, unless agreed to through a

Memorandum of Understanding with all applicable parties. Upon any adjustment or approval of the hours and locations provided to the Superintendent/their designee, the Superintendent or their designee will provide a list of approved information to the immediate supervisor of each essential worker or contractor and will keep such list at the District Office for purposes of implementation of the remainder of these Protocols, including disinfection and contact tracing.

Section D: Documenting Hours and Work Locations

Below is a protocol to document precise hours and work locations, including off-site visits, for essential employees and contractors.

In accordance with Section C, above, the list of the precise hours and locations of each employee and contractor will be finalized by the Superintendent or their designee and stored in the District Office. The list will be used as the basis (1) to perform contact tracing for exposed employees and contractors, (2) to outline the provision of any benefits which may be available to certain employees and contractors because of potential exposure.

When an employee or contractor performs tasks off-site, the employee or contractor must report such activity to their immediate supervisor. The immediate supervisor shall, in turn, communicate the off-site activity to the Superintendent of Schools for recording pursuant to this section. If the Superintendent of Schools has designated another individual to document hours and work locations, they will thereafter forward the information to such designee.

Section E: Personal Protective Equipment (PPE)

Identification of PPE Required

The identification of PPE shall be determined based on the nature of the Disease and may include disposable gloves, face masks (i.e., disposable surgical masks or cloth masks), respirator masks (N-95) that are fit tested, face shields, eye protection such as goggles and protective gowns or scrubs. The District will follow guidance from the Centers for Disease Control and Prevention (CDC) and Occupational Safety and Health Administration (OSHA) regarding PPE.

Following the identification of Disease covered by these Protocols, the immediate supervisor of each essential employee and contractor shall determine the required PPE per essential employee and contractor based on the various tasks and needs of the employees and contractors. Required PPE shall be obtained in a quantity sufficient to provide at least two (2) pieces of each type of PPE to each essential employee and contractor during any given work shift over at least six (6) months.

If the nature of Disease warrants that face masks must be worn, the District will provide an acceptable face covering, which is strongly recommended to be worn by all individuals at all times but is required to be worn any time or place that individuals cannot maintain appropriate social distancing. Students will be allowed to remove their face covering during meals and for short breaks so long as they maintain appropriate social distance. In the event CDC guidance indicates other standards for the wearing of face masks, the District will adopt such guidance.

Procurement of PPE

The District will abide by all applicable State requirements for competitive bidding for the procurement of any PPE supplies. In addition, the District will balance the need to obtain PPE in a timely fashion

with responsible financial action. The District may consult OCM BOCES for assistance with procurement.

During the COVID-19 pandemic, the District obtained PPE from the following suppliers, which it may use as a starting point from which to obtain additional PPE during a Disease. No past procurement binds the District from pursuing alternatives during any subsequent Disease or continuation of the COVID-19 pandemic response.

Amazon
Staples
Hummels
WB Mason
Onondaga County

Storage and Monitoring of PPE

The District will store the necessary PPE in the District Office vault and the Pine Grove basement and examine it regularly but no less often than monthly.

Access of PPE

In the event the Superintendent of Schools or Board of Education deems it necessary to permit immediate access to the PPE supply, they will direct the Executive Director of School Business Administration and/or the Director of Facilities to permit such access. The Executive Director of School Business Administration will keep a record of the distribution of PPE materials.

Section F: Exposure to Employee or Contractor

- **Each school and/or district reopening plan requires that ill students and staff be assessed by the school nurse (registered professional nurse, RN) or medical director and that if a school nurse or medical director is not available, ill students and staff will be sent home for follow-up with a healthcare provider. Contractors should be assessed by their Healthcare Provider.**
 - Certain protocols must be met before a student, staff member, or contractor can return to in-person learning after suffering symptoms associated with COVID-19. At minimum, there must be a resolution of symptoms, testing negative for COVID-19 and/or a note from a health care provider stating it is safe for the individual to return to school. If the individual tests positive for COVID-19, they must have been released from isolation as described on page 40 of SED's reopening guidance. Also, districts must create policies with local health authorities and follow U.S. Centers for Disease Control guidance as detailed on page 40 of SED's reopening guidance.
 - The above protocols will be adapted for another Disease, unless then-current CDC guidance is different.
- **Each school and/or district reopening plan has written protocols requiring students, staff, or contractors with a temperature, signs of illness, and/or a positive response to the questionnaire to be sent directly to a dedicated isolation area where students are supervised, prior to being picked up or otherwise sent home.**
 - Each school building has designated a room to be used as an isolation area for staff or students with signs or symptoms of COVID-19 or another Disease. Students will be

supervised until they are sent home. If a separate room is not available, the school nurse will keep at least a 6-foot distance between ill students or staff and other persons, or a greater distance if recommended by the CDC. If they cannot be isolated in a separate room from others, it is recommended that a facemask (e.g., cloth or surgical mask) be provided to the student or staff if the ill person can tolerate wearing it and does not have difficulty breathing, to prevent the possible transmission of the virus to others while waiting for transportation home.

- The school nurse or supervising staff member will:
 - Escort student from isolation area to the parent/guardian
 - Instruct the parent/guardian to call their health care provider, or if they do not have a health care provider, to follow up with a local clinic or urgent care center;

If the student, staff member, or contractor has emergency warning signs such as trouble breathing, persistent pain or pressure in the chest, new confusion, inability to arouse, bluish lips or face, the District will call 911 and notify the operator that the person may have COVID-19.

Protocols

If an employee or contractor is exposed to a known case of the Disease or tests positive for the Disease, they shall, as soon as practicable, notify their immediate supervisor regarding such exposure. They shall not be present at the worksite after their notification of exposure or receipt of positive test results until cleared by a medical professional in accordance with any CDC or State Department of Health (DOH) guidelines. To the extent they can continue to effectively work remotely in the interim, they should.

Disinfection

- The school district will adhere to hygiene, cleaning, and disinfection requirements from the (CDC) and (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning.
- Hand hygiene stations will be provided throughout the school buildings with soap, running warm water, and disposable paper towels and lined garbage can. Alcohol-based hand sanitizer containing 60% or more alcohol will be provided for areas where handwashing is not feasible.
- The school district will regularly clean and disinfect the site and more frequently clean and disinfect high risk areas used by many individuals and for frequently touched surfaces. School wide cleaning must include classrooms, restrooms, cafeterias, libraries, playgrounds, and buses.
- School staff and contractors will be trained in proper cleaning procedures for high touch surfaces that need to be cleaned and disinfected throughout the school day. Students will not be present when disinfectants are in use and should not participate in cleaning and/or disinfection activities. Examples of high touch surfaces include:
 - Tables
 - Doorknobs

- Light switches
 - Countertops
 - Handles
 - Desks
 - Phones
 - Keyboards and tablets
 - Toilets and restrooms
 - Faucets and sink
- If there is a Disease case in the building these areas will not be used until after cleaning and disinfection has occurred. Staff will open outside doors and windows to increase air circulation in the area. If possible, staff will wait at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible and clean and disinfect all areas used by the person suspected or confirmed to have the Disease, such as offices, classrooms, bathrooms, lockers, and common areas. Once the area has been appropriately cleaned and disinfected it can be reopened for use. Individuals without close or proximate contact with the person suspected or confirmed to have the Disease can return to the area and resume school activities immediately after cleaning and disinfection.

Disinfection will occur in accordance with any current guidance promulgated by the CDC and DOH. If such guidance is not available or provided specific to the Disease, the disinfection shall, at a minimum, involve: initial disinfection using cleaning agents approved by the CDC and/or DOH to kill the Disease which are suitable for the surface(s) in question, and preventing access to these areas until such disinfection has occurred.

- Schools will follow DOH and CDC guidance for allowing a student, staff member or contractor to return to school after exhibiting symptoms of COVID-19.
- If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) with the Disease they can return to school upon satisfaction of criteria set forth by the local department of health, the DOH, or the CDC. In the case of COVID-19, these criteria are:
 - *once there is no fever, without the use of fever reducing medicines;
 - * they have felt well for 24 hours;
 - * If they have been diagnosed with another condition, they must provide a healthcare provider's written note stating they are clear to return to school.
- If a person is diagnosed with the Disease by a healthcare provider based on a test or their symptoms or does not get a test for the Disease but has had symptoms, they should not be at

school and should stay at home until there is satisfaction of criteria set forth by the local department of health, the DOH, or the CDC. In the case of COVID-19, these criteria are:

- *It has been at least ten days since the individual first had symptoms;
- *It has been at least three days since the individual has had a fever (without using fever reducing medicine);
- *It has been at least three days since the individual's symptoms improved, including cough and shortness of breath ;
- *Documentation from a health care provider following evaluation; and/or
- *Negative COVID-19 diagnostic test result.

Leave Policy

- With respect to leave from District employment, The District will comply with federal, State, and local statutes, regulations, executive orders, and rules, along with the District's applicable collective bargaining agreements.
- Because contractors are not employees of the District, they are not entitled to any paid leave time funded by the District.

Section G: Emergency Housing

The East Syracuse Minoa School District will work with the Onondaga County Health Department(OCHD) to provide emergency shelter to any essential employee infected with or exposed to a communicable disease. The OCHD has a plan and capacity to house and isolate (positive cases), those who can not appropriately and safely isolate in their own residence. Further, the OCDH will also consider isolating medically fragile individuals who have been exposed. OCHD will provide both lodging and meals.

APPENDIX K

Workplace Violence Prevention Program



Workplace Violence Prevention Program

Program Review Advisory Committee

Name and Title of Management and authorized employee representative (where applicable)	<u>Approval Date</u>
Grenardo L. Avellino, Deputy Superintendent	March 19, 2024
Pam Buddendeck, President ESM Administrators Association	March 19, 2024
Robert Harper, Vice President ESM Custodial Unit (SEIU)	March 19, 2024
Don Harrington, President ESM Association of Auto & General Mechanics	March 19, 2024
Tammy Hughes, President of ESM Teaching Assistants' Association	March 19, 2024
Jamie Kuss, President ESM Bus Drivers and Bus Aides (SEIU)	March 19, 2024
Doug Mohorter, Executive Director of Employee Engagement and Accountability	March 19, 2024
Carolyn Scott, President of ESM United Teachers	March 19, 2024
Kate Skahen, Executive Director of School Business Administration	March 19, 2024
Sandy Smith, Union Representative, ESM School Related Professionals Association	March 19, 2024
Ken Waldby, Coordinator of Health, Safety & Risk Management Services OCM BOCES Health & Safety	March 19, 2024
John Young, Director of Facilities	March 19, 2024

Access to this program:

The most current version of this plan will be made available to employees, their authorized representatives, and to representatives of the NYS Department of Labor by contacting:

Name: Grenardo L. Avellino
 Title: Deputy Superintendent
 Department: District Administration
 Phone: (315) 434-3006
 Location: District Office

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2. List of Risks and Mitigations
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Introduction:

What is Workplace Violence?

Any physical assault or acts of aggressive behavior occurring where a public employee performs any work-related duty in the course of their employment, including but not limited to:

- 1) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- 2) Any intentional display of force that would give an employee reason to fear or expect bodily harm;
- 3) Intentional and wrongful physical contact with a person without his or her consent that entails some injury;
- 4) Stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and during employment.

What is the New York State Workplace Violence Prevention Law and Regulation?

On June 7, 2006, New York State enacted legislation creating a new Section 27-b of State Labor Law that requires every public employer to evaluate the risk of workplace assaults and homicides at its workplace(s) and to develop and implement programs to prevent and minimize the hazard of workplace violence to public employees. In 2009, the NYS Department of Labor (DOL) implemented regulations to accompany the Workplace Violence Prevention Law. These regulations can be found at 12 NYCRR 800.6 and are enforced by NYSDOL.

Effective January 4, 2024, all public schools previously exempted under Section 2801 of the Education Law must comply with 12 NYCRR Part 800.6.

Purpose of this program:

The purpose of this Workplace Violence Prevention Program is to provide information to managers, supervisors, employees, and authorized employee representatives about preventing and responding to workplace violence or threats of violence per the Workplace Violence Prevention Law and Regulation.

The goal of this program is to reduce the probability of threats or acts of violence in the workplace and to ensure that any incident, complaint, or report of violence is taken seriously and dealt with appropriately and as expeditiously as possible. This program outlines the major components of our effort to meet these goals. At the core of this Workplace Violence Prevention Program is the East Syracuse Minoa Central School District's commitment to working with its employees to maintain a work environment free from violence and other disruptive behavior to the greatest degree possible.

Policy Statement

A policy statement that indicates the East Syracuse Minoa Central School District workplace violence prevention policy, goals and objectives; incident alert and notification policies; and provides for full employee participation through an authorized employee representative has been developed, implemented and posted where notices to employees are normally posted. The policy statement is included in **Appendix 1**.

Workplace Risk Assessment

East Syracuse Minoa Central School District has conducted a workplace risk assessment consisting of:

- 1) Examination of records that concern workplace violence incidents,
- 2) Assessment of policies, practices, and procedures that may impact the risk of workplace violence, and
- 3) Evaluation of the physical work environment for the presence of factors which may place employees at risk

of workplace violence, with the participation of the authorized employee representatives. Although workplace

violence can occur in any work setting, some settings or factors may pose a greater degree of risk.

Employment situations or factors that may pose a higher risk for East Syracuse Minoa employees include,

but are not limited to, the following:

- Working in public settings
- Working late night or early morning hours
- Exchanging money with the public
- Working alone or in small numbers
- Working in a setting with uncontrolled access to the workplace
- Working in a setting where previous security problems have occurred
- Having a mobile workplace assignment
- Working with a population that might expose one to potentially violent persons (e.g., in health care, social service, or public service settings)
- Having duties that include the delivery of passengers, goods, or services

Risk factors identified during the examination, assessment and evaluation are listed in **Appendix 2**, along with the methods and means by which each risk is being addressed. The employer is responsible for addressing all risk factors that their employees are potentially exposed to.

Any incidents that may occur after the implementation of this program must be carefully documented and analyzed in order to make improvements to this program during the required annual review or as necessary.

Control methods that East Syracuse Minoa Central School District will use to prevent workplace violence incidents:

Hierarchy of Controls

There are three main types of control measures that may be implemented as part of a safety program to protect employees from recognized hazards. The following types of controls are arranged in order of preference and effectiveness - this is referred to as the "hierarchy of control measures".

Engineering controls eliminate or reduce the hazard through substitution or design.

Examples include:

- Increased lighting
- Designing secure building access
- Security Hardware
- Eliminating isolated work areas
- Eliminating excessive “cash on hand” or installing drop safes

Administrative controls eliminate or reduce the hazard through organizational policies, procedures and work practices.

Examples include:

- Increased staffing
- Employment of security personnel
- Developing building access control procedures
- Cross-shift communication to share information regarding agitated clients or students
- Providing information on criminal history and violence information on clients, parents, students, community
- Reduction of wait times
- Provision of cell phones & walkie talkies for field workers
- Training
- Staff Accountability: Not propping doors & immediately reporting misplaced/lost keys and/or access cards

Personal Protective Equipment (PPE)

(PPE is generally considered the least desirable form of control but may be needed to enhance other controls and/or minimize potential injury severity when other controls fail)

Examples include:

- Bite or stab-resistant body armor
- Eye and face protection

Prevention

Prevention of violence in the workplace is the responsibility of every employee. The following section focuses on early warning signs and workplace issues that can potentially trigger violent behavior. Administration, employees, and authorized employee representatives should be familiar with the issues below to become aware of and to reduce the likelihood of workplace violence.

Early warning signs of potential violence:

There is no single “profile” that can identify a potentially dangerous individual. However, certain patterns of behavior and events frequently precede episodes of violence.

A list of indicators of increased risk of violent behavior include, but are not limited to the following:

Direct or veiled threats of harm

Intimidation, belligerence, bullying or other inappropriate behavior directed at others

Numerous conflicts with supervisors and employees; verbal comments indicating expressions of hostility directed at coworkers, supervisors, or others

Bringing an unauthorized weapon to work, brandishing a weapon in the workplace, making inappropriate reference to guns or fascination with weapons

Fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides

Statements indicating an increased tone of desperation from the person, feeling that normal interventions to solve the problem will not work, feeling hopeless about a situation at work, with family, financial, and other personal problems

Signs of abuse of drugs/alcohol on or off the job

Extreme or uncharacteristic changes in behavior or displays of emotion

Employees with ongoing domestic difficulties

Employees with a temporary order of protection against any Respondent

These behaviors should be reported to an employee's supervisor and/or the program administrator. Some behaviors may require immediate law enforcement intervention, while others may require disciplinary action or indicate a need for an Employee Assistance Program (EAP) referral.

Workplace issues that may trigger violence:

Listed below are two categories of common issues that may trigger workplace violence.

Employee issues

Negative performance review

Unwelcome change in role due to performance or reorganization issue

Criticism of performance

Conflict with coworker or supervisor

Personal stress outside the workplace

Increased workload or pressure, e.g., deadlines, projects, etc.

Malicious gossip

Workplace issues (any of the following may be an employee's perception of issues)

- No clearly defined rules of conduct
- threat
- Lack of training
- Inadequate hiring practices/screening of potential employees
- Insufficient supervision
- Lack of discipline or inconsistent discipline in the workplace
- Lack of or inadequate employee support systems
- Failure to address incidents as they occur
- Overly authoritarian management style

Taking this into account, there are three key elements that may help to prevent a violent situation from occurring:

1. Recognizing the early warning signs (such as a change in a person's behavior preceding an episode of violence)
2. Recognizing issues or events that may trigger violence
3. Early intervention to prevent a violent incident from occurring

Please note:

It is important to be careful when drawing assumptions or relying solely on any of the above behaviors as indicators of violence.

Reporting an incident:

At the core of this Workplace Violence Prevention Program is East Syracuse Minoa Central School District

commitment to work with its employees to maintain a work environment free from violence and other disruptive behavior to the greatest degree possible.

Any East Syracuse Minoa Central School District employee, upon becoming aware of an instance of physical assault, threatening behavior, or verbal abuse occurring in the work setting must immediately report the facts and circumstances of said incident to their supervisor and/or Principal to the Deputy Superintendent identified in the Policy Statement (**Appendix 1**).

In the event that employees observe or experience an incident of violence involving an employee or visitor to an East Syracuse Minoa Central School District workplace in which there is an immediate threat to their safety or the safety of others or where an injury has occurred, the employee will immediately obtain law enforcement and medical assistance by calling 911 and in addition notify their immediate supervisor.

The supervisor will immediately conduct a preliminary inquiry into the facts and circumstances of the incident and make a prompt report to the Deputy Superintendent using the Incident Report in Appendix 4. The employee should also complete the Incident Report in Appendix 4. If an injury has occurred, please complete the Worker's Comp Incident/Accident Report Form within five (5) days.

Where a developing pattern of workplace violence incidents that may involve criminal conduct or serious injury exists, the East Syracuse Minoa School District will develop a protocol with the District Attorney or Police Agency to ensure that violent crimes committed against employees in the workplace are promptly investigated and appropriately prosecuted.

Retaliation against an employee who makes a good faith report of violence or other disruptive behavior is strictly prohibited and shall be subject to appropriate corrective or disciplinary measures. An employee who, in bad faith, makes a false report is also subject to disciplinary action.

Post-Incident Response

- Injured employees will receive prompt and appropriate medical care (This includes but is not limited to providing transportation of the injured to medical care. Prompt first aid and emergency medical treatment can minimize the harmful consequences of a violent incident.)
- Report the incident to the appropriate authorities as required by applicable laws and regulations
- Inform the Supervisor about the incident in writing
- The premises will be secured to safeguard evidence and reduce distractions during the post-incident response process
- Employee and Supervisor will prepare an incident report immediately after the incident, noting details that may be forgotten over time (Appendix 4 contains the ESM incident report form)
- Any victimized employee will have appropriate treatment (In addition to physical injuries, victims and witnesses may suffer psychological trauma, fear of returning to work, feelings of incompetence, guilt, powerlessness, and fear of criticism by supervisors or managers.)
- Any reported workplace violence incident will be thoroughly investigated. (Also see Program Review section below).

In the event that critical incident management or crisis counseling is needed following a workplace violence incident in an East Syracuse Minoa Central School District workplace, arrangements will be made through the Office of Employee Engagement and Accountability, Employee Assistance Program (EAP), employee unions, or the Deputy Superintendent. Note - This is not a requirement of the law or regulation.

Employee Information and Training Outline

Training of every employee will be performed upon initial assignment and annually thereafter. Retraining is required any time there is a significant change to the program, a risk factor, or work control. Required training topics are listed in the Training Outline in **Appendix 3**.

Recordkeeping Requirements

The record-keeping requirements outlined in 12 NYCRR Part 801, Recording and Reporting Public Employees' Occupational Injuries and Illnesses, must be used to document recordable injuries sustained during workplace violence incidents.

In addition to Part 801, all incidents will be investigated and documented to ensure that all threats and workplace violence incidents are reported to the administration. These reports will provide written notification when a violence incident occurs so that management can develop an appropriate response. The Incident Report will also create a historical record that can be used in the annual review and program update. (Appendix 4 of this document attaches an incident reporting form.)

Program Review

The Deputy Superintendent, with the Authorized Employee Representatives on the Workplace Violence Prevention Advisory Committee, shall evaluate the effectiveness of this Workplace Violence Prevention Program at least annually by May 1 or after any serious incident.

The review will focus on incident trends, addressing root causes, and assessing the effectiveness of the control measures in place or the need to make changes. It will also assess whether the reporting and record-keeping systems have been effective in collecting all relevant information. The cover sheet of this program will be updated with the names and titles of those who perform the review and the date of completion.

Following the submission of a written notice of concern regarding the employer's workplace violence program or that an imminent danger exists, the employer must be afforded a reasonable opportunity to address the reported concern. If the employee or authorized employee representative believes that the reported concern has not been resolved and a serious violation of the East Syracuse Minoa Central School District Workplace Violence Prevention Program still exists, the employee or authorized employee representative may request an inspection by notifying the Commissioner of Labor.

APPENDIX 1
Workplace Violence Prevention
Policy Statement

2024

6190

Personnel

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY

The District is committed to the safety and security of our employees. Workplace violence presents a serious safety hazard to our staff, students and the entire school community.

Workplace violence is defined as any physical assault or act of aggressive behavior occurring where employees perform any work-related duty in the course of their employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without their consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

All employees are responsible for notifying their supervisor or the designated contact person (noted below) of any violent incidents or threatening behavior in the workplace, including threats they have witnessed or received or have been told that another person has witnessed or received.

Designated Contact Person: Grenardo L. Avellino
Title: Deputy Superintendent
Phone: (315) 434-3006
E-mail: gavellino@esmschools.org

All acts of workplace violence will be promptly and thoroughly investigated, and appropriate action will be taken, including contacting law enforcement where necessary.

The District employees, with the participation of authorized employee representatives, will develop and implement a Workplace Violence Prevention Program to comply with the applicable law and its implementing regulations. The Program will include:

- a. A statement regarding the risk factors present in the workplace;
- b. The methods the District will use to prevent incidents of violence in the workplace, including the specifically identified hazards;
- c. A system to report workplace violence incidents in writing;
- d. A written outline for employee training;
- e. A plan for annual program review.

This policy will be posted where notices to employees are normally posted.

Ref: Labor Law §27-b
12 NYCRR §800.6
Review date: December 11, 2023
Adoption date: January 8, 2024

APPENDIX 2

Risks identified in our hazard assessment, and corresponding control methods to reduce those risks, are shown in the tables below for each of our facilities:

Central High School - Identified Risk	Selected Control(s)	Comments
Doors Propped Open	Staff & Student Announcements, Directives	Sports, Band, Clubs on Weekends
Weapons System Process	Staff reminders	Check Instruments, students open Water bottles, rerun thru again
Teachers Injured in Fight	Review de-escalation strategies	

District Office - Identified Risk	Selected Control(s)	Comments
Welcoming System Signage	Add Signage - Office Directory	

East Syracuse Elementary - Identified Risk	Selected Control(s)	Comments
Lighting Parking Lot (south end)	Referred to Director of Facilities	Explore solutions
Blind Spots in Cafe & Gym	Explore Solutions (e.g. concave mirrors)	
Main Foyer Visibility	Explore Solutions (e.g. add camera and/or concave mirrors)	
Fire Doors unlocked	Lock Fire Doors	Panic alarm triggers magnet release
Office Doors	Doors locked before and after hours	Unlocked push buttons on weekends
Cafeteria Doors	Explore Solutions (e.g. latch or adding magnets)	
Hard corner Identification	Explore solutions for door coverings	Classroom doors are at 45 degrees classroom visibility making it hard to identify hard corners

APPENDIX 2 (Continued)

Fremont Elementary - Identified Risk	Selected Control(s)	Comments
Camera Blind Spot by Elevator	John Young to work with Principal to assess necessary change	
Barn doors in between classrooms one side is a key and other side is a latch tab	Explore Solutions (e.g. both sides of door have a mechanical latch or hook option)	In an intruder scenario, if classroom is unlocked due to a sub, could gain access to other side
Doors between classrooms, one side had push button	Review established procedures annually	

Minoa Elementary - Identified Risk	Selected Control(s)	Comments
Barn doors in between classrooms one side is a key and other side is a latch tab	Explore Solutions (e.g. both sides of door have a mechanical latch or hook option)	In an intruder scenario, if classroom is unlocked due to a sub, could gain access to other side
Cafeteria Doors	Explore Solutions(e.g. latch, adding magnets, etc.)	
Avigilon Camera System Coverage	John Young will review and assess with Principal	Review inside & outside coverage

Park Hill PreK - Identified Risk	Selected Control(s)	Comments
Main Hallway Door Always Open	Explore solutions (e.g. Badge Fob access)	Possible fire code concern, needs research
Front Doorway - car can drive up to windows	Explore solutions (e.g. bollards)	
Protection for railing off ramp	Explore solutions (e.g. sponge tape, padding)	Students walk into wall accidentally

APPENDIX 2 (Continued)

Pine Grove Middle School - Identified Risk	Selected Control(s)	Comments
People not in Uniforms (Postal Office)	Require Identification before entry	
Vape Detectors notification after hours	Principal establishes process to address	
Signage for doors & hours	Mrs. Smith in process of posting new signs	
Nurse Injured from upset student	Review de-escalation strategies	

Transportation Center - Identified Risk	Selected Control(s)	Comments
None		

Woodland Elementary - Identified Risk	Selected Control(s)	Comments
Gymnasium lock/hide options	Storage areas are the first hide option. Lockdown drill staff will explore going outside for run option. Explore solutions	
Avigilon Camera System Coverage	John Young will review and assess with Principal	Review inside & outside coverage
Fire Doors unlocked	Lock Fire Doors	Panic alarm triggers magnet release
4th/5th commons classroom windows allows visual at all times interior pods	John Young working with Principal testing reflective laminates and/or painting some of the window for non-transparency	Plan to install laminate and/or paint

APPENDIX 3

Workplace Violence Prevention Training Outline

Information and training for all employees:

I. Overview of Requirements of the Workplace Violence Regulations

A. Written policy statement - was approved by the Board of Education on January 8, 2024. The policy statement is posted where notices to employees are normally posted.

B. A risk evaluation was conducted with union-authorized representatives examining their workplace to determine existing or potential risk factors exist that might place employees at risk of occupational assaults or homicides. See Appendix 2.

C. A Workplace Violence Prevention Program was developed with input from an authorized employee representative, that, among other things, includes the following: risk factors identified through the risk evaluation, how the identified risks will be addressed, the methods that will be used to try to prevent workplace violence incidents; a system to report and record any workplace violence incidents may occur in the workplace; a written outline or lesson plan for employee program training, and a plan to review and update the program at least once a year.

D. Provide training and information for employees - employers must provide each employee with information and training on the risks of workplace violence in their workplace(s) at least once a year and any time significant changes are made to the workplace violence prevention program.

II. Risk factors and measures that were identified in the risk evaluation

A. See Appendix 2

B. Measures that employees can take to protect themselves from the identified risks, including specific procedures that the employer has implemented, such as:

- i. Incident alert and notification procedures
- ii. Appropriate work practices
- iii. Emergency procedures
- iv. Use of security alarms and other devices
- v. Other existing policies, procedures and work practices relevant to WPV
- vi. Procedures to report incidents of workplace violence

III. The Workplace Violence Prevention Program is on file in the Deputy Superintendent's office, and you may email or call to request a paper copy. It is also on the district intranet under Health and Safety.

IV. Privacy Concerns

A. How will sensitive information be handled?

Note: Information otherwise kept confidential for security reasons does not have to be disclosed to all employees.

Examples of confidential information include but are not limited to information that would interfere with law enforcement investigations or judicial proceedings, would deprive a person of a right to a fair trial, would identify a confidential source or disclose confidential information relating to a criminal investigation, would reveal criminal investigative techniques or procedures except routine techniques and procedures, or would endanger the life or safety of any person.

Training of Employees

Employees will receive workplace violence prevention training following their initial date of hire and at least annually thereafter. The training will, at a minimum, include:

- A review of this policy and the related forms;
- The requirements of the New York State workplace violence regulations;
- The risk factors identified in the risk assessment;
- The measures that employees can take to protect themselves from the identified risks;
- A review of steps that the District has taken to reduce or eliminate identified risks (e.g., procedures, work practices, etc.);
- Notification and reporting procedures;
- The location of the Workplace Violence Prevention Policy, related forms, and how employees may obtain copies; and
- Professional development opportunities that are offered in the District.

APPENDIX 4

Workplace Violence Incident Report (March 13, 2024)

1. Date of incident: _____ Time of day when the incident occurred: _____

2. District location (i.e., building) where the incident occurred: _____

3. Name of employee reporting the incident (unless a “privacy concern case”*):

4. Names and job titles of involved employees:

5. Names – or other identifiers – of others involved, if any:

6. Nature and extent of injuries arising from the incident:

7. Names of witnesses:

8. Provide a detailed description of the incident below, including the events leading up to the incident and how the incident ended:

Date Report Submitted

Signature (unless privacy concern)

Name of Immediate Supervisor/Principal
Report Submitted

Print Name (unless privacy concern)

Additional Information:

- **(Attach any relevant documents, emails, or other evidence related to the incident.)**

* **Note:** If the case is a “privacy concern case,” remove the name of the employee who was the victim of the workplace violence and enter “**PRIVACY CONCERN CASE**” in the space normally used for the employee’s name. Privacy concern cases include cases involving:

- Injury or illness to an intimate body part or the reproductive system;
- Injury or illness resulting from a sexual assault;
- Mental illness;
- HIV infection;
- Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person’s blood or other potentially infectious material; and
- Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the report.