

Agenda
Special Town Board Meeting
September 2, 2022
5:00 PM

1. Pledge Of Allegiance
2. Virtual Meeting Instructions - September 2, 2022

Documents:

[09-02-22.PDF](#)

3. Authorize East Syracuse Minoa School District SPO Additional SPO Position

Documents:

[SPO AGREEMENT.PDF](#)

4. East Syracuse Minoa School District SIRO And SPO Agreements 2022 - 2023
Authorize Supervisor to sign contract SIRO and SPO contracts when they become available. A total of two SIRO and two SPO positions.
5. Adjournment

Please silence cell phones.



September 2, 2022 – 5:00PM

Town Board Virtual Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

<https://us02web.zoom.us/j/86014425636?pwd=VndjbjzVLM01Eb2h5VjFYNjRYbGZZOT09>

Password to join when prompted:

Password: **152763**

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 860 1442 5636

Press # again to skip the personal id and enter the password below followed by #

Password: **152763**

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Special Patrol Officer Agreement Between the Town of Manlius Enc. IV- A
and the East Syracuse Minoa Central School District 08-17-2022

This Special Patrol Officer Agreement (the "Agreement") is made as of the 1st day of September, 2022, by and between the Town of Manlius 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 2022-2023 and begins on September 1, 2022 and expires on June 30, 2023, 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 confidential 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 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 thirty eight (\$38.00) dollars 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 2023.

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

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.
- c. 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: