Manchester-Shortsville Central School District
Red Jacket Schools
1506 State Route 21
Shortsville, NY 14548

District-Wide
Emergency Response Plan

2026-2027
Emergency Response Committee

Revised July 22, 2026
Submitted and Approved Annually to NYSED by October 1

Mission: We will challenge all learners and work in partnership with students, parents and community to achieve high standards.

INTRODUCTION

School safety is the job of the entire school community. This effort requires leadership and coordination by school administration, and involvement and participation from all sectors of the school community. Planning, conducting drills and participating in exercises with law enforcement, fire, emergency officials and other members of the school community ensures a comprehensive, unified approach to school emergency response planning. Building relationships and community engagement are vital to building a safer school community.

The purpose of the school Emergency Response Plan (ERP) is to help school officials identify and respond to potential emergencies by assigning responsibilities and duties of the school employees, students, families, and community stakeholders. It is important to develop, maintain, train and exercise ERPs in order to respond quickly before, during and after an incident. A well developed and practiced ERP provides parents/guardians and the community reassurance that the school has established guidelines and procedures to respond to threats and hazards efficiently and effectively. Using this suggested planning format assists schools in meeting legislative mandates contained in 8 NYCRR Section 155.17 and provides the use of best practice to improve outcomes following emergency situations.

The content, organization, and terminology provided in the New York State Guide to School Emergency Response Planning aligns with the Federal Emergency Management Agency's "Guide for Developing High-Quality School Emergency Operations Plans (2013)".

The Basic Plan standardizes language and provides a structured framework for school ERPs statewide. Individualized policies and procedures should be developed locally based on each school's unique circumstances and resources. Tools to manage an emergency must include response procedures that are developed through threat assessments, safety audits, planning and training before an incident occurs. The New York State Guide to School Emergency Response Planning provides for the development of annexes to meet each school's unique circumstances.

SUMMARY OF LAWS

The following is a summary of New York State law pertaining to building level school emergency response plans. In 2000, Chapter 181 enacted Education Law §2801-a (Project SAVE) requiring the implementation of certain school safety plans. Education Law §2801-a required that every school district, Board of Cooperative Educational Services (BOCES) and county vocational education extension board, as well as the Chancellor of the City School District of the City of New York, develop a building-level school safety plan regarding crisis intervention and emergency response ("school emergency response plan"). Section 2801-a prescribed minimum requirements of a school emergency response plan, which included policies and procedures relating to responding to certain threats. These plans were designed to prevent or minimize the effects of emergencies and to facilitate the coordination of schools and school districts with local and county resources in the event of such emergencies. The Commissioner of the New York State Education Department, prescribed requirements into regulation 8 NYCRR Section 155.17. Regulations are hyperlinked within this document.

155.17 (b) Development of school safety plans. Every board of education of a school district, every board of cooperative educational services and county vocational education and extension board and the chancellor of the City School District of the City of New York Shall adopt by July 1, 2001, and shall update by July 1st of each succeeding year, a district wide school safety plan and building level school safety plans regarding crisis intervention and emergency response and management.

155.17 (e)(2) School Emergency Response Plan. A school emergency response plan shall be developed by the building-level school safety team and shall include the following elements:

155.17 (e)(2)(i) Policies and Procedures for Safe Evacuation

155.17 (e)(2)(ii) Designation of Response Teams

155.17 (e)(2)(iii) Procedures for Emergency Responder Access to Building Plans and Road Maps

155.17 (e)(2)(iv) Communication in Emergencies

155.17 (e)(2)(v) Definition of the chain of Chain of Command Consistent with NIMS/ICS

155.17 (e)(2)(vi) Coordinated Plan for Disaster Mental Health Services

155.17 (e)(2)(vii) Procedures for Annual Review

155.17 (e)(2)(vii) Procedures for the Conduct of Drills

155.17 (e)(2)(viii) Procedures for Restricting Access to Crime Scenes

155.17 (e)(3) A copy of each building level safety plan and any amendments thereto, shall be filed with the appropriate local law enforcement agency and with the State Police within 30 days of adoption.

155.17 (j) Drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness officials, conduct one test of its emergency plan or its emergency response procedures under each of its building level school safety plans, including sheltering or early dismissal.

Amendment -Approved July 2024

In June 2023 and December 2023, members of the Safe Schools Task Force and the School Safety Improvement Team recommended changes to the Commissioner's regulations. Therefore, consistent with such recommendations, the Department proposes the following amendments to **section 155.17** of the regulations.

Definitions:
• The proposed rule defines the terms "trauma," "trauma-informed," and "trauma-informed drills."

Trauma Informed- Trauma-informed means an understanding of what trauma is and how it affects the physical, emotional, and mental health of students and adults.

Trauma- Trauma means an emotional response to a deeply distressing or disturbing experience such as, but not limited to, an act of violence, natural disaster, abuse, neglect, or loss.

Trauma Informed Drills- Trauma-informed drills means avoiding tactics in training or drills that may introduce or activate prior trauma, such as use of props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other emergency, or inclusion of developmentally or age-inappropriate content; and to recognize that drills may inadvertently prompt a negative emotional or psychological response in staff or students because of previous exposure(s) to trauma.

District-wide School Safety Plans. The proposed rule amends the district-wide school safety plan provisions of section 155.17 to:

• Explicitly reference bus drivers and monitors for the purpose of inclusion in the district-wide school safety team and certain policies and procedures in the district-wide plan.

• Where applicable, require that district-wide school safety plans include information regarding school or district-level behavioral assessment teams or county or regional threat assessment teams.

• Require schools to establish procedures regarding notification of parents or persons in parental relation regarding drills.

• Require that: (1) drills and training be conducted in a trauma-informed, developmentally and age-appropriate manner; (2) drills and training not include props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other emergency; and (3) students and staff be informed when a school is conducting a drill.

• Provide requirements for schools and districts that opt to participate in full-scale exercises in conjunction with local and county emergency responders and preparedness officials. Exercises that include props, actors, simulations, or other tactics intended to mimic a school shooting or other act of violence or emergency may not be conducted on a regular school day and when school activities such as athletics are occurring on school grounds. In addition, such exercises cannot include students without written consent from parents or persons in parental relation.

• Identifying the district's policy for communicating potentially violent incidents to parents.

Building-level Emergency Response Plans. The proposed rule amends the building-level emergency response plan provisions of section 155.17 to:

• Require that floor plans and area maps that are submitted as part of every school's annual building-level emergency response plan submission to state and local law enforcement include the identification of certain critical information that would be needed by emergency responders in an emergency.

• Require that drills be: (1) conducted in a trauma-informed, developmentally and age-appropriate manner; not include props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other 3 emergency; and that students and staff be informed when a school is conducting a drill; (2) occur after annual training in emergency procedures has been provided to students and staff; and (3) be completed on different days of the week and during different times of the school day.

Reporting:

• The proposed regulation clarifies that in school districts with a supervisory district, the superintendent must provide timely notification to the BOCES district superintendent.

Evacuation and Lockdown Drills:

• The proposed regulation sets forth evacuation and lockdown drill requirements as provided in Education Law §807 and requires that one emergency dismissal drill be conducted to test emergency response procedures that require early dismissal.

The amendments took effect beginning with the 2024-25 school year.

TABLE OF CONTENTS

THE BASIC PLAN

Introductory Material
Purpose and Situation Overview
Concept of Operations
Organization and Assignment of Responsibilities
Direction, Control and Coordination
Information Collection, Analysis and Dissemination
Training and Exercises
Administration, Finance and Logistics
Authorities and References
Incident Command System (ICS) Assignments
Continuity of Operations Plan (COOP)
Sudden Cardiac Arrest Preparedness – Cardiac Emergency Response Plan (CERP)
Memorandums of Understanding (MOUs)
District Data Privacy Agreement

THE BASIC PLAN

Introductory Material

Plan Development and Maintenance

8 NYCRR Section 155.17 (b) and 155.17 (c)(11) - requires that each school shall have a Building Level School Safety Team that consists of representatives from the following groups: teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the board of education, chancellor or other governing body deems appropriate.

The District School Safety Team is responsible for the overall development, maintenance, and revision of the Emergency Response Plan (ERP) and for coordinating training and exercising the School ERP. Team members are expected to work closely together to make recommendations for revising and enhancing the plan.

Names and titles of the District Level School Safety Team members:

Name	**Title Agency**
Chris Barnard	Superintendent Manchester-Shortsville CSD
Karen Hall	Director of Student Services Emergency Response Coordinator Manchester-Shortsville CSD
Jeff McCarthy	Elementary School Principal Director of Facilities Manchester-Shortsville CSD
Christopher Wickham	Secondary Assistant Principal/ Athl. Dir. Manchester-Shortsville CSD
Bryon George	Middle/High School Principal Manchester-Shortsville CSD
Jason Wagner	Parent & Fire Chief Shortsville Fire Department
Rich Yahn	Parent & Fire Chief Manchester Fire Department
Colleen Joy	High School Teacher Manchester-Shortsville CSD
Dave Pullen	Behavior Specialist Manchester-Shortsville CSD
Chris Singer	RJEC Principal WFL-BOCES

Erich Ditmar	RJEC Asst. Principal WFL-BOCES
John Kelly	Coordinator of Security WFL-BOCES
John Potter	SRO Ontario Co. Sheriff's Dept.
Thomas Meilutis	Director of Transportation/Bus Driver Manchester-Shortsville CSD

Various agencies and services are involved in responding to school incidents, including emergency responders from law enforcement, fire, emergency medical services, mental health and other community organizations.

An important component of the School ERP is advanced planning with various federal, state, county and/or local agencies, as well as community service providers to aid in a timely response to an incident. Advance planning may or may not include written agreements to help coordinate services between the agencies and school. If Memorandum of Understandings (MOU) are created, a copy shall be maintained in Appendix D. Advanced planning should specify the type of communication and services provided by one agency to another.

Distribution of the Plan

8 NYCRR Section 155.17 (e)(3) mandates that a copy of the ERP and any amendments shall be filed with the appropriate local law enforcement agency and with the New York State Police within thirty days of adoption.

Send Building Level Safety Plans to:

New York State Police Or by email to:
Headquarters – Field Command info@safeschools.ny.gov
Attn: Safe Schools NY
1220 Washington Avenue, Building 22
Albany, NY 12226

School ERPs are confidential and shall not be subject to disclosure under Article VI of the Public Officers Law or any other provision of law.

Record of Distribution

Copies of the emergency response plan, including appendices and annexes are recommended to be distributed to your School Safety Team, local fire department, area law enforcement (including village, town, county and state police), local and county emergency management, the district superintendent and any other persons deemed appropriate by the School Safety Team.

Distribution of the ERP shall be recorded in the following table:

Agency	**Name of Receiving Party**
Manchester-Shortsville CSD	Emerg. Resp. Team and Employees
WFL-BOCES	Chris Singer, RJEC Principal
Ontario Co. Sheriff's Dept.	Officer John Potter
Shortsville Fire Department	Chief Jason Wagner
Manchester Fire Department	Chief Rich Yahn
NY State Police	Headquarters- Field Command

Plan Review and Updates

8 NYCRR Section 155.17 (b) requires the School Safety Team to review its ERP annually and update it by July 1st as needed.

Each update or change to the plan shall be recorded in the following table:

Revision/Update/Amendment	Name	Date
Revised plan to reflect new staff members, removal of those who left the district and updated procedure used during an evacuation.	Karen Hall	Summer 2026, ongoing
Added new staff member names and numbers, added RJ Master Schedules, RJEC schedule	Karen Hall	Summer 2026, ongoing
Review of plan with Emergency Response Committee	Karen Hall	Summer 2026

Purpose and Situation Overview

Schools are exposed to many threats, hazards, and vulnerabilities. All of these have the potential for disrupting the school community, exposing students/staff to injury, and causing damage to public or private property.

School Safety Teams shall complete thorough threat assessments to identify circumstances in the school or near campus that may present unique problems or potential risk to people or property.

The interior and exterior portions of all school buildings, school grounds and surrounding neighborhoods should be assessed for potential threats/hazards that may impact the site, staff, and students. Date of threat/hazard assessment: 6/24/26 and ongoing throughout the school year

Develop Threat and Hazard Specific annexes to address each identified threat/hazard from your assessment.

Behavioral Threat Assessment Team

The District investigates each threat of violence toward students, staff or the school building using a threat assessment model. The multidisciplinary district team is comprised of the Emergency Response Coordinator, SRO, School Psychologist and School Social Worker. Principals alert the team, the team conducts the investigation to determine the seriousness of the threat, assigning a threat level. The team informs the Principal and student's parents of their findings, the Principal assigns appropriate consequences following the Code of Conduct. The team has been trained by local law enforcement, FBI investigators and Homeland Security.

The table on the following page provides a list of potential threats that schools should consider when conducting a threat/hazard assessment.

Threat, Hazard Types, and Examples

Threat and Hazard Type	Examples
Natural Hazards:	● Earthquakes ● Tornadoes ● Lightning ● Severe wind ● Hurricanes ● Floods ● Wildfires ● Extreme temperatures ● Landslides or mudslides ● Winter precipitation ● Wildlife
Technological Hazards:	● Explosions or accidental release of toxins from industrial plants ● Accidental release of hazardous materials from within the school, such as gas leaks or laboratory spills ● Hazardous materials releases from major highways or railroads ● Radiological releases from nuclear power stations ● Dam failure ● Power failure ● Water failure
Biological Hazards:	● Infectious diseases, such as pandemic influenza, extensively drug-resistant tuberculosis, *Staphylococcus aureus*, and meningitis ● Contaminated food outbreaks, including *Salmonella*, botulism, and *E. coli* ● Toxic materials present in school laboratories
Adversarial, Incidental, and Human-caused Threats:	● Fire ● Active shooters ● Criminal threats or actions ● Gang violence ● Bomb threats ● Domestic violence and abuse ● Cyber attacks ● Suicide

Planning Assumptions and Limitations

Stating the planning assumptions allows the school to deviate from the plan if certain assumptions prove not to be true during operations. The School ERP is established under the following assumptions:

- The school community will continue to be exposed and subject to threats/hazards and vulnerabilities described in the Threat/Hazards Assessments Annex, as well as lesser threats/hazards that may develop in the future.

- A major disaster could occur at any time and at any place. In many cases dissemination of warning to the public and implementation of increased readiness measures may be possible; however, most emergency situations occur with little or no warning.

- A single site incident could occur at any time without warning and the employees of the school affected cannot and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property.

- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response can reduce the number and severity of injuries.

- Outside assistance from local fire, law enforcement and emergency services will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until emergency responders arrive at the incident scene.

- Actions taken before an incident can stop or reduce incident-related losses.

- Maintaining the School ERP and providing frequent opportunities for training and exercising the plan for stakeholders (staff, students, parents/guardians, first responders, etc.) can improve the school's readiness to respond to incidents.

CONCEPT OF OPERATIONS

The overall strategy of a School ERP is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order and aid recovery. This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their daily routine functions. To the extent possible, the same personnel and material resources used for daily activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required from those routine functions will be redirected to accomplish assigned incident management tasks.

Implementation of the Incident Command System (ICS)

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. The Incident Commander at the school will be delegated the authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the emergency responders, identify incident management resources required and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a more qualified Incident Commander. 8 NYCRR Section 155.17 (e)(2)(v) requires a definition of a chain of command consistent with the Incident Command System. This chain of command shall be documented in the table included in Appendix B.

Initial Response

School personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the Principal, or designee until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility (Police, Fire or EMS dependent upon the nature of the incident). Staff will seek guidance and direction from the school district and emergency responders.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the ERP.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

This section establishes the operational organization that will be relied on to manage an incident and includes examples of the types of tasks that may be performed by different positions.

The Incident Commander is not able to manage all of the aspects associated with an incident without assistance. The school relies on other key school personnel to perform tasks that will ensure the safety of students and staff during a crisis or incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

Superintendent

The Superintendent (or their designee) will serve as the Incident Commander and designate a minimum of two qualified individuals to serve as alternates in the event that the superintendent is unable to serve in that role. At all times, the Superintendent still retains the ultimate responsibility for the overall safety of students and staff.

Responsibilities include:

- Provide direction over all incident management actions based on procedures outlined in this ERP
- Take steps necessary to ensure the safety of students, staff and others
- Determine which emergency protocols to implement as described in the functional annexes of this ERP
- Coordinate/cooperate with emergency responders
- Keep the Administrative Team informed of the situation

Teachers / Substitute Teacher / Student Teachers

Teachers shall be responsible for the supervision of students and shall remain with students unless directed to do otherwise.

Responsibilities include:

- Supervise students under their charge
- Take steps to ensure the safety of students, staff, and other individuals.
- Take attendance when class relocates to an inside or outside designated area or to an evacuation site
- Report missing students to the appropriate Emergency Response Team Member
- Execute assignments as directed by the Incident Commander.
- Obtain first aid services for injured students from the school nurse or person trained in first aid.
- Arrange for first aid for those who are unable to be moved
- Render first aid or CPR if certified and deemed necessary

Aides / Support Staff

Responsibilities include assisting teachers as directed and actions to ensure the safety of students.

Counselors, Social Workers & School Psychologists

Responsibilities include:

- Take steps to ensure the safety of students, staff and other individuals during the implementation of the ERP
- Provide appropriate direction to students as described in this ERP for the incident type
- Render first aid or CPR and/or psychological aid if trained to do so
- Assist in the transfer of students, staff and others when their safety is threatened by an emergency
- Administer counseling services as deemed necessary during or after an incident ● Execute assignments as directed by the Incident Commander

School Nurse/Health Assistant

Responsibilities include:

- Administer first aid or emergency treatment as needed
- Supervise administration of first aid by those trained to provide it
- Organize first aid and medical supplies
- Execute assignments as directed by the Incident Commander

Custodians/Maintenance Staff

Responsibilities include:

- Survey and report building damage to the Incident Commander
- Control main shutoff valves for gas, water, and electricity and ensure that no hazard results from broken or downed lines
- Provide damage control as needed
- Assist in the conservation, use and disbursement of supplies and equipment
- Control locks and physical security as directed by the Incident Commander
- Keep Incident Commander informed of the condition of the school
- Execute assignments as directed by the Incident Commander

Principal's Secretary/Office Secretaries

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers
- Provide for the safety of essential school records and documents
- Provide assistance to the Incident Commander/Principal
- Monitor radio emergency broadcasts
- Execute assignments as directed by the Incident Commander

Food Service/Cafeteria Workers

Responsibilities include:

- Prepare and serve food and water on a rationed basis whenever the feeding of students and staff becomes necessary during an incident
- Execute assignments as directed by the Incident Commander

Bus Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are on the bus
- Transfer students to new location when directed
- Execute assignments as directed by the Incident Commander

Other Staff

Responsibilities include:

- Execute assignments as directed by the Incident Commander

Students

Responsibilities include:

- Cooperate during emergency drills, exercises and during an incident
- Follow directions given by facility and staff.
- know student emergency actions and assist fellow students in an incident
- Report situations of concern (e.g. “If you see something, say something.”)
- Develop an awareness of the high priority threats/hazards and how to take measures to protect against and mitigate those threats/hazards

Parents/Guardians

Responsibilities include:

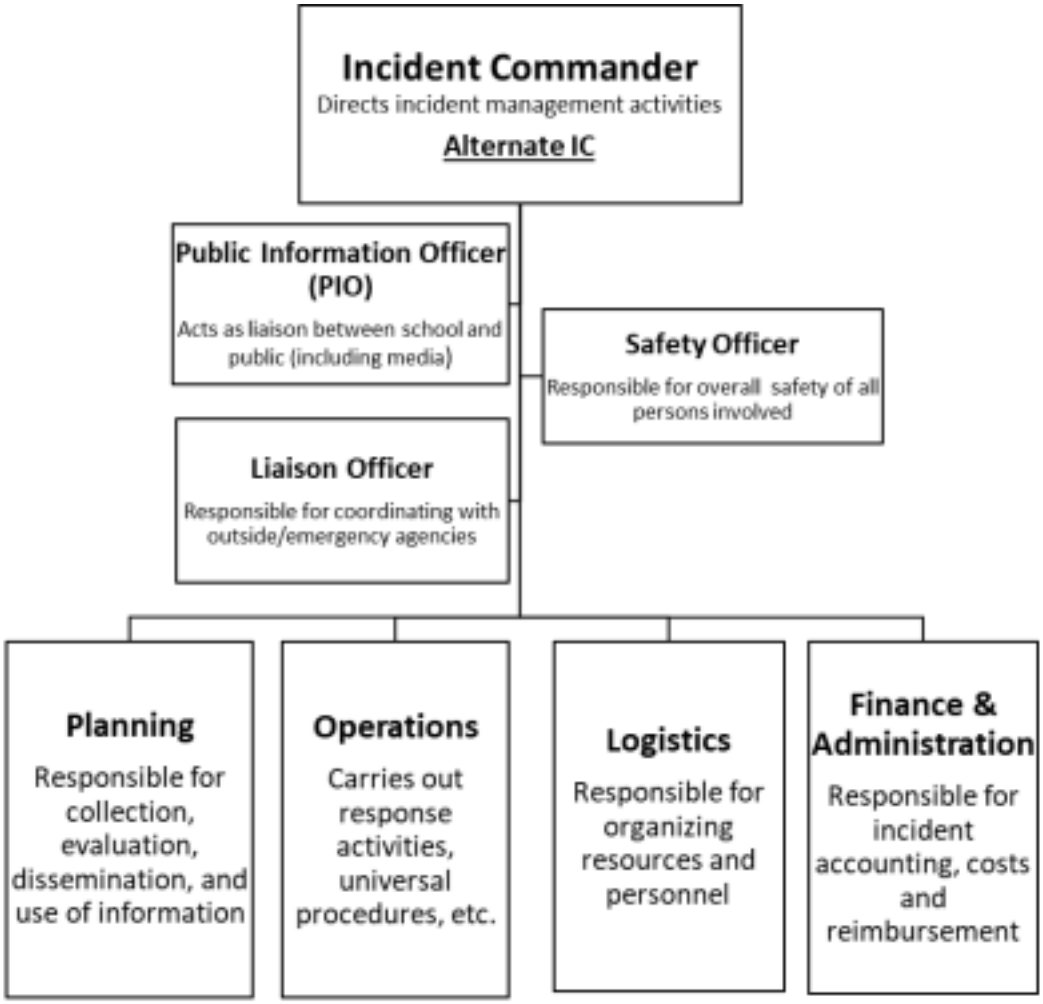
- Encourage and support school safety, violence prevention and incident preparedness programs within the school
- Participate in volunteer service projects for promoting school incident preparedness
- Provide the school with requested information concerning the incident, early/late dismissals and other related release information
- Listen to and follow directions as provided by the School District.

DIRECTION, CONTROL AND COORDINATION

School Incident Command System

To provide for effective direction, control and coordination of an incident, the School ERP will be activated through the implementation of the Incident Command System (ICS).

Staff are assigned to serve within the ICS structure based on their expertise, training and the needs of the incident. Roles should be pre-assigned based on training and qualifications. The School ICS is organized as follows:



See section on Incident Command System for a listing of individuals designated to fill the Command Staff roles.

School Incident Command System (ICS) Roles Defined

The Incident Command System is organized into the following functional areas:

Incident Command

Directs the incident management activities using strategic guidance provided by the Superintendent or her designee.

Responsibilities and duties include:

- Establish and manage the Command Post, establish the incident organization and determine strategies to implement protocols (adapt as needed)
- Monitor incident safety conditions and develop measures for ensuring the safety of building occupants
- Coordinate media relations and information dissemination with the Superintendent/Principal/ Incident Commander
- Develop working knowledge of local/regional agencies, serve as the primary on-scene contact for outside agencies assigned to an incident, and assist in accessing services when the need arises ● Document all significant activities

Operations Section

Directs all tactical operations (actions) of an incident including the implementation of response/recovery activities according to ICS, care of students, first aid, psychological first aid, search and rescue, site security, damage assessment, evacuations and the release of students to parents.

Responsibilities and duties include:

- Monitor site utilities (i.e. electric, gas, water, heat/ventilation/air conditioning) and shut off only if danger exists or directed by the Incident Commander and assist in securing the facility. ● Establish medical triage with staff trained in first aid and CPR, provide and oversee care given to injured persons, distribute supplies and request additional supplies from the Logistics Section. ● Provide and access psychological first aid services for those in need and access local/regional providers for ongoing crisis counseling for students, staff and parents/guardians.
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in the event of water or plumbing failure and request needed supplies from Logistics Section.
- Document all activities

As needed, Emergency Response Teams may be activated within the Operations Section. **8 NYCRR Section 155.17 (e)(2)(ii)** requires the designation of individuals assigned to emergency response teams.

Planning Section

Collects, evaluates and disseminates information needed to measure the size, scope and seriousness of an incident and to plan appropriate incident management activities.

Responsibilities and duties include:

- Assist Incident Commander in the collection and evaluation of information about an incident as it develops (including site map and area map), assist with ongoing planning efforts and maintain incident log
- Document all activities

Logistics Section

Supports ICS by securing and providing needed personnel, equipment, facilities, resources and services required for incident resolution. Coordinates personnel, assembling and developing volunteer teams and facilitates communication among incident responders. This function may involve a major role in an extended incident.

Responsibilities and duties include:

- Establish and oversee communications and activities during an incident (two-way radio, written updates, etc.) and develop telephone tree for after-hours communication
- Establish and maintain school and classroom preparedness kits, coordinate access to and distribution of supplies during an incident and monitor inventory of supplies and equipment
- Document all activities

Finance/Administration Section

Oversees all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement and recovering school records following an incident.

Responsibilities and duties include:

- Assume responsibility for overall documentation and recordkeeping activities; when possible, photograph and videotape damage to property
- Develop a system to monitor and track expenses.
- Account for financial losses in accordance with district policy and secure all records

Coordination with Responders

The School ERP may have a set of interagency agreements with various agencies to aid in timely communication. Agreements with these agencies and services (including, but not limited to, mental health, law enforcement and fire departments) could help coordinate services between the agencies and the school. The agreements could specify the type of communication and services provided by one agency to another

In the event of an incident involving outside agencies, a transfer of command from the school Incident Commander to a responding agency will occur.

Source and Use of Resources

The school will use its own resources and equipment to respond to incidents until emergency responders arrive.

It is suggested that the school establish memoranda of understanding with local organizations and businesses to provide necessities in the event of an emergency. Examples include local grocery stores for food and water or county health departments for counseling services.

See section regarding Memoranda of Understanding, include copies of all MOU's.

Behavioral Threat Assessment Team

The District investigates each threat of violence toward students, staff or the school building using a threat assessment model. The multidisciplinary district team is comprised of the Emergency Response Coordinator, SRO, School Psychologist and School Social Worker. Principals alert the team, the team conducts the investigation to determine the seriousness of the threat, assigning a threat level. The team informs the Principal and student's parents of their findings, the Principal assigns appropriate consequences following the Code of Conduct. The team has been trained by local law enforcement, FBI investigators and Homeland Security.

INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

The School will collect, analyze, and disseminate information during and after an incident.

Types of Information

During an incident, the school will assign administrative staff to monitor weather and local law enforcement alerts. This information will be analyzed and shared with the Incident Commander. After an incident, the school will assign staff to monitor websites and hotlines of mental health, emergency management and relief agencies. The school will also monitor the school district information portal, to determine any information pertinent or critical to the school's recovery effort.

Information Documentation

The assigned staff member will document the information gathered including:

- Source of information
- Staff member who collected and analyzed the information
- Staff member to receive and use the information
- Format for providing the information
- Date and time the information was collected and shared

TRAINING AND EXERCISES

The school understands the importance of training, drills, and exercises in being prepared to deal with an incident. To ensure that school personnel and community responders are aware of their responsibilities under the School ERP, the following training and exercise actions should occur.

Training

All school staff, students, and others deemed appropriate by the school should receive training during the school year to better prepare them for an incident.

- Roles and Responsibilities – Deliver at start of school year
- Incident Command System (ICS) Training – Training should be completed prior to assignment to an ICS role. Online training is available through the FEMA Independent Study Program at www.training.fema.gov. ICS classes are offered through the NYS Division of Homeland Security and Emergency Services (DHSES) at www.dhses.ny.gov. Or by contacting your local emergency management agency.
- Annual training
    - Review ERP with staff
    - Conduct full staff briefings on roles to perform during an emergency
    - Ensure all staff have been briefed in the communications and notifications requirements set forth in the ERP
    - Conduct student briefings on roles they perform during an emergency

Drills & Exercises

At a minimum, the school will conduct the following exercises/drills annually:

• **Section 807** of the Education Law mandates that pupils must receive instruction on how to exit the building in the shortest possible time without confusion or panic. The instruction must be in the form of drills or rapid dismissals and must include a minimum of 8 drills each school year. Lock down drills will be practiced at least 4 times annually.

• **8 NYCRR Section 155.17 (e)(3)** - each building level emergency response plan shall be tested including sheltering and early dismissal (no earlier than 15 minutes before normal dismissal).

The following is recommended:

Trauma Informed Drills: All drills will be announced as drills, with the intent to prepare, not scare. Teachers will use drills as a learning experience.
Parent Notification: Parents will be notified within one week prior to lockdown drills via ParentSquare.

Lockdown drills will be conducted internally to ensure that school staff have the ability to secure the facility and students against an immediate threat to life and safety. Such drills will cause minimal interruption to academic activities and will involve the clearance of hallways, locking of classrooms and positioning of students and staff in pre-designated "safe areas" within each room. Where possible, the school should seek out opportunities to conduct full-scale response exercises with law enforcement.

Whenever a lockdown drill will be conducted, whether announced or unannounced, the school will notify local law enforcement and/or the regional 911 Emergency Dispatch Center prior to and at the conclusion of the drill. This will be done to ensure that law enforcement does not receive a false report that the school is in actual lockdown. Any announcements made during a drill will be preceded and ended with the phrase "this is a drill". This will ensure that all involved recognize that this is a drill and not a real incident (i.e. "may I have your attention, this is a drill – LOCKDOWN – this is a drill"). Additionally, a sign or notice will also be placed at all public entrances indicating that a drill is in progress and to wait for service "SAFETY DRILL IN PROGRESS - PLEASE WAIT." This will serve to notify any uninformed parents or visitors and prevent unwarranted panic.

Use this table to document training and drills associated with this ERP including exercising of this ERP and informing faculty and staff of their roles within ICS.

Type of Training/Drill	**Date of Training/Drill**	**Agencies Involved**
Red Jacket Review of Emergency Response Plans		
RJEC WFL-BOCES Review of Emergency Response Plans		
Red Jacket Go Home Early: Announced		
Lockdown: Announced		
Lockdown: Announced		
Lockdown: Unannounced		
Lockdown: Unannounced		
Red Jacket Medical Emergency Drill		
Active Shooter Training		

Fire/Evacuation Drills

Fall Evacuation Drills				Spring Evacuation Drills		

Bus Drills

Building	Date #1	Date #2	Date #2
ES 8:55am			
MS 9:22 am			
HS 9:22am			

ADMINISTRATION, FINANCE AND LOGISTICS

Agreements and Contracts

If school resources prove to be inadequate during an incident, the school will request assistance from local emergency agencies, other agencies and industry in accordance with existing Memoranda of Understanding. Such assistance includes equipment, supplies and/or personnel. All agreements are entered into by authorized school district and school officials.

Documentation

District and building secretaries will maintain accurate logs recording key incident management activities including:

- Activation or deactivation of incident facilities
- Significant changes in the incident situation
- Major commitments of resources or requests for additional resources from external sources
- Issuance of protective action recommendations to staff and students
- Evacuations
- Casualties
- Containment or termination of the incident

Incident Costs

The ICS Finance/Administration Section is responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of incident response costs that can be used in preparing future school budgets and to share these costs with the Superintendent and District Business Office. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the State and/or Federal government.

Preservation of Records

In order to continue normal school operations following an incident, records such as legal documents and student files must be protected (i.e. in the event of a fire and flood).

AUTHORITIES AND REFERENCES

The following are State and Federal authorizations upon which this School ERP is based. These authorities and references provide a legal basis for emergency management operations and activities.

- The New York State Safe Schools Against Violence in Education (Project SAVE) and **8 NYCRR Section 155.17** require that school emergency plans define the chain of command in a manner consistent with the Incident Command System (ICS).

- **New York State Executive Order 26.1 (2006),** established ICS as the state's standard command and control system that will be utilized during emergency operations.

- Homeland Security Presidential Directive (HSPD) – 5 required the development of National Incident Management System (NIMS), of which ICS is a critical component.

INCIDENT COMMAND SYSTEM (ICS)

COMMAND STAFF

Incident Commander

MSCSD Primary	Chris Barnard	Superintendent
MSCSD Alternate	Brian Weller	Director of TLA
Primary for RJEC	Chris Singer	Principal
RJEC Alternate	Erich Ditmar	Assistant Principal
RJEC Alternate	Jim Casteline	Educational Specialist

Safety Officer

MSCSD Primary	Colleen Joy	Middle School Teacher
MSCSD Alternate	Sarah Huber	Elementary Nurse
MSCSD Alternate	Sharry Gibbs	MS/HS Nurse
Primary for RJEC	Chris Singer	Principal
RJEC Alternate	Erich Ditmar	Assistant Principal
RJEC Alternate	Jim Casteline	Educational Specialist

Liaison Officer

MSCSD Primary	Bryon George	MS/HS Principal
MSCSD Alternate	Jeffrey McCarthy	ES Principal
MSCSD Alternate	Tim Burns	Business Manager
Primary for RJEC	Chris Singer	Principal
RJEC Alternate	Erich Ditmar	Assistant Principal
RJEC Alternate	Jim Casteline	Educational Specialist

Public Information Officer

MSCSD Primary	Chris Cassavecca	Public Information Coordinator
MSCSD Alternate	Brian Weller	Director of TLA
Primary for RJEC	Chris Singer	Principal
RJEC Alternate	Erich Ditmar	Assistant Principal
RJEC Alternate	Jim Casteline	Educational Specialist

CONTINUITY OF OPERATIONS PLAN (COOP)

Purpose

Describes how the school and school district will help ensure that essential functions continue during an emergency and its immediate aftermath. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of teaching and learning.

Actions

The Building Level School Safety Team should consider the following when reviewing current or developing new policies and procedures. This is not an exhaustive list. Please add necessary actions appropriate for your response.

Procedures for the following should be included:

- Selecting primary and secondary relocation sites that meet the needs of school.
- Activating the COOP any time and sustaining it for up to 30 days.
- Re-establishing essential functions, such as restoration of school operations, and maintaining the safety and well-being of students and the learning environment.
- Ensuring students receive applicable related services in the event of a prolonged closure.
- Protecting vital documents and making them available at alternate sites.
- Identifying personnel to assist in developing COOP and training them in activating COOP procedures.

Mutual Aid Agreements: The district will enter into mutual aid agreements with neighboring districts to facilitate the sharing of resources during an emergency.

Recovery: The district may need to change the school calendar, or daily instructional schedule as it recovers from an emergency. Reasonable attempts will be made to make up lost instructional time.

The district will also strive to provide adequate grief counseling and access to other social and mental health services necessary.

The chart below excludes RJEC (WFL BOCES) personnel. They will operate under their own protocol.

Operation	**Person Responsible**	**Alternate**
Budget Management	Tim Burns	Roxie O'Brien
Payroll Processing	Emily Bryant	Roxie O’Brien
HVAC Operation	Kara Haas/Belmont Simmons	Jeff McCarthy
Emergency Access to Facilities by Outside Agencies	Chris Barnard	Karen Hall

School Security System Operation	Jeff McCarthy	Tim Burns

Communications (with outside agencies, parents/staff, media)	Chris Barnard Chris Cassavecca	Brian Weller
Medical Surveillance, Quarantine	Nurses	Chris Barnard
Grief Counseling	Karen Hall, TIG Coordinator	Elise Wardhaugh, School Psychologist
School Sanitation	Kara Haas/Belmont Simmons	Jeff McCarthy
Transportation	Tom Meilutis	Will Ciardi
Technology Support	Nate Grant	Brian Weller
Additional Support (Re-establishing essential functions, site selection, safety assessment, technology, training)	WFLBOCES Admin Team	Marcie Stiner, WFL BOCES

SUDDEN CARDIAC ARREST PREPAREDNESS- CARDIAC EMERGENCY RESPONSE

PLAN (CERP) Purpose

In compliance with Education Law §2801-a(n) (Desha's Law) and Public Health Law §917, Manchester-Shortsville CSD has established a Cardiac Emergency Response Plan (CERP) to ensure a prompt, coordinated, and effective response to incidents of sudden cardiac arrest (SCA) or similar life-threatening emergencies occurring on any school site or at any school-sponsored event, including athletic programs. This section provides the district-wide framework for cardiac emergency preparedness and response, to be supplemented by building-specific CERP annexes within each Building-Level Emergency Response Plan. Building-level annexes must include venue-specific response protocols for all athletic facilities and off-site events, identifying AED locations, access routes, and trained personnel coverage.

Policy Statement

Manchester-Shortsville CSD will maintain a district-wide CERP aligned with the American Heart Association's (AHA) evidence-based core elements. The plan shall be reviewed annually by the Manchester-Shortsville CSD Safety Team and approved by the Board of Education. Each building shall develop and maintain a venue-specific CERP annex that conforms to the standards established in this section and follows the NYSED functional annex format requirements for Building-Level Emergency Response Plans.

Core Components

Cardiac Emergency Response Team (CERT): Minimum of 5 trained responders or 10% of building staff, whichever is greater. Roles may include CPR provider, AED retriever, 911 caller, EMS liaison, and crowd control.

CPR/AED Training Requirements: The district-wide school safety team may provide first aid, CPR, and AED training for relevant staff, including members of building-level emergency response teams. **AED Placement and Maintenance:** AEDs located to allow retrieval and deployment within 3 minutes from any location on campus; clearly marked, unlocked during events, maintained per manufacturer guidelines; maintenance and inspection logs kept at each building with the building Nurses.
Communication Protocols: Internal – CERT activation and role assignments; External – Immediate EMS activation (call 911) and coordination with responding agencies.
Practice Drills: At least one annual CERP drill per building, including AED retrieval and CPR initiation and measurement of time from collapse recognition to AED application, with a goal of 3 minutes or less; drill reviews documented in after-action reports.

Continuous Improvement: Annual review of the plan and post-incident/debrief updates to procedures. An after-action report will be completed within 24 hours of any cardiac emergency or drill and forwarded to the Safety Team for review and follow-up actions.

EMS Coordination

The Manchester-Shortsville CSD Safety Team and building administrators will coordinate with local EMS to integrate CERP procedures into community responder protocols, including site orientation and AED location information. This coordination will occur at least annually and will include sharing updated AED maps, site access points, and any changes in CERT composition or building layout.

Recordkeeping and Reporting

CPR/AED training records will be maintained by Human Resources. AED maintenance records will be maintained by Facilities. Drill and incident documentation will be retained by the building administrator and forwarded to the Safety Team.

MEMORANDUMS OF UNDERSTANDING

School Resource Officer MOU 26-27

THIS AGREEMENT (this "Agreement") made on Tuesday, September 1, 2026, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "County", and, Manchester Shortsville Central School an educational corporation organized and existing under the laws of the State of New York having its principal offices at 1506 Route 21 Shortsville, NY 14548, hereinafter referred to as the "School." The County and the School are sometimes referenced to in this Agreement individually as a "party" or collectively as the parties."

WITNESSETH: WHEREAS, the School desires the services of a school resource officer ("SRO") in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the County, through its Sheriff's Office, desires to provide the School with a SRO; and

WHEREAS, the School and the County recognize the potential outstanding benefits of the SRO Program to the citizens of the School; and

WHEREAS, it is in the best interests of the School, the County, and the citizens of the School to establish this program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the County hereby agree as follows:

FIRST: TERM. The term of this Agreement shall be Tuesday, September 1, 2026 to Wednesday, June 30, 2027.

SECOND: SUSPENSION OR TERMINATION OF AGREEMENT.

This Agreement may be terminated at any time by either party upon the giving of thirty (30) days' written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon ninety (90) days' written notice. In the event

this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.

THIRD: SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM. The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, onboarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect (SECUR-e) program.

FOURTH: RIGHTS AND DUTIES OF COUNTY SHERIFF. The County Sheriff shall assign one (1) SRO to the School as follows:

a. The SRO shall be assigned to the School for the number of hours defined in Exhibit A attached hereto and made a part hereof for the period of this Agreement. The SRO shall report to the School, and the School shall be billed, for all days on which school staff are required to report to the School. During the SRO's daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignments.

b. The SRO may be temporarily reassigned by the County Sheriff when deemed necessary at the sole discretion of the County Sheriff. Should such reassignment occur, any hours spent by the SRO on County business outside the duties as SRO shall not be billed to the School.

c. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the School administrator in order to cover scheduled school-related activity requiring the presence of an SRO. The School shall provide notice of the proposed adjusted schedule to the SRO's supervisor no more than five business days before the adjusted workday. Failure to provide notice within this timeframe to the SRO's supervisor of a proposed arrangement to flex time or trade time off during a regularly scheduled workday in order to avoid overtime for a school-related activity will result in the School being billed for the SRO's overtime hours in accordance with Exhibit A.

d. The SRO will be off-campus for in-service and other training required. The SRO will not be available to the School from July 1 through August 31.

e. The SRO, if requested to work any hours in addition to that defined in Exhibit A by School

administration for security, sporting events and other special projects, shall be paid by the School as provided in Exhibit A of this Agreement.

f. Body worn cameras ("BWC") are a common law enforcement tool and are utilized by the County. A BWC will be utilized by the SRO; in the school setting the SRO shall have the discretion to record contacts when the SRO considers it to be in the best interest of the student, staff, school administrators or the SRO. The SRO's consideration shall take into account privacy interests of those subject to recording. The recordings of a BWC are the property of the County. The County will, if not otherwise prohibited by law, provide to the School copies of footage, upon request. If providing a copy of the footage is prohibited, the County will facilitate the availability of its officer that made the video to testify, upon request of the School, in any school disciplinary hearing concerning the facts and circumstances of the videoed incident. If the BWC footage is provided to a third party, not including a district attorney's office or a county attorney's office, the County will also provide a copy to the School upon its request. Any records produced by the BWC are not considered education records subject to FERPA, unless the School takes possession of a copy of such records, upon which the copy may be treated as an education record. The SRO, while on School property, shall use body-worn camera only in accordance with Section 423.6.8 of the Ontario County Sheriff's Office Law Enforcement Policy Manual, a copy of which is attached to this Agreement as Exhibit E. During the time period of this contract, any change in policy specifically related to the SRO position will be provided to the School in writing prior to implementation for review.

g. The SRO shall comply with all applicable laws, regulations, and School policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical harm has resolved and may not be used in a manner that restricts a student's ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others. Further, this paragraph is subject to the provisions in Section 5(j) herein and shall not be interpreted to restrict the SROs's rights and responsibilities as a law enforcement officer for the County.

FIFTH: DUTIES OF SCHOOL RESOURCE OFFICERS. Instructional responsibility of the SRO at the School is

as follows:

a. The SRO shall act as an educator, counselor and police officer.

b. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.

c. The SRO shall make available to the School faculty and students a variety of law related presentations.

d. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School.

e. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

f. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students.

g. The SRO shall make himself/herself available for conference with School students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention.

h. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.

i. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events.

j. The SRO shall take law enforcement action as required by law. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request and upon final approval by the County Sheriff, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus.

k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff.

l. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned.

m. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and shall make them available to the School principal or superintendent if required by law.

n. The SRO shall not act as a School disciplinarian, and matters of school discipline shall be referred to the appropriate building principal. However, if the School principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved. This paragraph however, shall not be interpreted to restrict the SRO's rights and responsibilities as a law enforcement officer for the County.

o. The SRO shall be prohibited from detaining or questioning students about their immigration status.

p. The County and the SRO shall comply with all applicable federal, State and local laws, rule and regulations. All of the obligations of the SRO as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

q. The County and the SRO shall comply with all federal, state and local laws, rules and regulations while performing duties under the Agreement. The County and SRO shall comply with health and safety practices and protocols consistent with DOH's applicable New York Department of Health guidance and the School's policies, plans and procedures applicable to the provision of SRO services.

SIXTH: RIGHTS AND DUTIES OF THE SCHOOL.

a. The School shall comply with all applicable federal, State and local laws, rule and regulations.

b. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:

i. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.

ii. A location for files and records which can be properly locked and secured.

iii. A desk with drawers, a chair, work table, filing cabinet and office supplies.

iv. Access to a computer and/or secretarial assistance.

SEVENTH: PAYMENT. a. The School shall compensate the County in accordance with Exhibit A attached hereto and made a part hereof. The County shall invoice the School quarterly upon execution of this Agreement and the School shall submit payment within thirty (30) days of receipt of each invoice. Any overtime costs shall be billed monthly by the County on separate invoices and shall be paid by the School within thirty (30) days.

EIGHT: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER. The SRO shall remain an employee of

the County Sheriff 's Office, and shall provide services to the School as an independent contractor. The SRO shall therefore not hold himself out as, nor claim to be, an employee of the School, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself out as having the authority or power to bind or create liability for the School by the SRO's acts or omissions. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

NINTH: APPOINTMENT OF SCHOOL RESOURCE OFFICERS. SRO applicants must meet the following requirements and be acceptable to the School:

a. The applicant must be a volunteer for the position of SRO.

b. The applicant must be a County Deputy Sheriff.

c. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

TENTH: DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.
2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.
4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.
5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the County Sheriff may provide a temporary replacement for

the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. However, the County may terminate this Agreement if no suitable replacement can be found. .

ELEVENTH: NOTICES. Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

TO THE COUNTY:
Ontario County Sheriff
74 Ontario Street
Canandaigua, NY 14424

with a copy to:
Ontario County Attorney
20 Ontario Street
Canandaigua, NY 14424

TO THE SCHOOL:
Manchester Shortsville Central School
1506 Route 21
Shortsville, NY 14548

with a copy to:
Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, New York 13057

TWELFTH: GOOD FAITH. The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.

THIRTEENTH: DATA PRIVACY AND SECURITY.

a. Protection of Confidential Data. The County shall provide the contracted 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 Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).

b. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the County's or the SRO's acts or omissions, and/or a subcontractor or affiliate of the County's acts or omissions, the County shall provide notification to the School without unreasonable delay and not more than seven calendar days after the discovery of such breach. The County shall follow the following process:

i. 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 Data affected; an estimate of the number of records affected; a brief description of the County's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

ii. The County 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."

iii. Where a breach or unauthorized release of Confidential Data is a result of the County's or the SRO's acts or omissions, and/or a subcontractor or affiliate of the County's acts or omissions, the County shall pay for or promptly reimburse the School for the cost of notification to parents and eligible students of the breach.

iv. The County shall cooperate with the School and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

c. 2-d Addendums. The following Addendums attached hereto shall be incorporated into the Agreement and are attached in Exhibit B, and shall supersede any inconsistent provisions in the Agreement:

i. Addendum A: School District's Parents' Bill of Rights for Data Privacy and Security

ii. Addendum B: Parents' Bill of Rights – Supplemental Information Addendum

iii. Addendum C: Third-Party Data Security and Privacy Plan

FOURTEENTH: MODIFICATION. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

FIFTEENTH: NON-ASSIGNMENT. The School shall not assign or transfer this agreement to any other

person or corporation without the previous consent, in writing, of the Chairman of the Ontario County Board of Supervisors. The County shall not assign or transfer this Agreement to any other person or corporation without the previous consent, in writing, of the School's Board of Education.

SIXTEENTH: SEVERABILITY. In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

SEVENTEENTH: CONTRACT INTEREST. No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

EIGHTEENTH: INDEMNIFICATION. The Parties agrees to the fullest extent of the law:
a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the School or third parties under the direction or control of the School; and
b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.
c. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the County or third parties under the control of the County (including the SRO); and;

d. To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim.

e. Notwithstanding the provisions in subparagraphs (c) and (d), the County shall not be required to indemnify, hold harmless, or defend the School with respect to claims arising out of any law enforcement actions taken by the SRO, including but not limited to actions taken with respect to violent intruders, violent guests, active shooters, or other similar situations, unless the SRO is adjudged liable for negligence or willful misconduct in connection with the same.

f. The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

NINETEENTH: ENTIRE CONTRACT AND INCORPORATION. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded.

TWENTIETH: SPECIAL RELATIONSHIP. This Agreement does not create a "special relationship." Specifically, this Agreement is not:

1. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
2. knowledge on the part of the County's agents that inaction could lead to harm;
3. some form of direct contact between the County's agents and the injured party; and
4. evidence of a party's justifiable reliance on the County's affirmative undertaking.

			9/1/2026 - 6/30/2027 Cost	
			Annual	1 FT SRO
[1]	Gross Salary		$101,005	
[2]	Fringe Benefits		$78,003	
	Subtotal Salary & Fringe at 77.32%		$179,008	
	Annual Average Cost for SRO		**$179,008**	
	Standard Monthly Rate			$14,917
	Standard Hourly Rate			**$86.06**
[3]	**Overtime Hourly Rate**			**$129.09**
[4]	Anticipated School Cost for SRO	1,632 Hours	$140,449	

[1] Salary based on current contract - at top step for Full Time County Police Officer, assumes Tier 4 ERS.

[2] Fringe Benefits paid on Gross Wages for FT Deputy

	2027
FICA/Medicare	7.65%
WC	1.91%
Retirement	34%
Health & Dental Insurance, H.R.A./H.S.A.	33.76%
	77.32%

[3] Overtime incurred by SRO for School related activities to be billed separately at this overtime rate.

[4] The deputy assigned to your detail may have selected a lesser benefit package or may be at a lower ERS rate. This represents the highest potential charge.

ADDENDUM A

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Manchester-Shortsville CSD seeks to use current technology, including electronic storage, retrieval, and analysis of information about student's; education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Manchester-Shortsville CSD seeks to ensure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Manchester-Shortsville CSD has posted this Parent's Bill of Rights for Data Privacy and Security.

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

2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board of Education Policy #7240 on our website: https://bit.ly/3XLfkTg entitled Student Records: Access and Challenge.

3. 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.

4. A complete list of all student data elements collected by the State is available at http://www.nysed.gov/data-privacy-security/student-data-inventory and a copy may be obtained by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234

5. Parents have the right to have complaints about possible breaches of student data addressed.

- Parents may make a written report of a possible breach of student data to the District Data Protection Officer by email at Brian.Weller@redjacket.org , by completing

https://forms.gle/eZjqQV3Vpz2B5F4Y8, or by US Mail at: Manchester- Shortsville CSD, 1506 Route 21, Shortsville, NY 14548.

- Complaints may also be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, by email to privacy@nysed.gov, by telephone at 518.474.0937, or by submitting the form at: http://www.nysed.gov/data-privacy-security/report-improper-disclosure.

ADDENDUM B SUPPLEMENTAL

INFORMATION ADDENDUM

In the course of complying with its obligations under the law and providing educational services to District residents, Manchester-Shortsville CSD has entered into agreements with certain third party contractors.

Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data,” as those terms are defined by law.

Each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data will include this Bill of Rights along with the following information:

1. The exclusive purposes for which the student data or teacher or principal data will be used;

2. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;

3. The duration of the contract including when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;

4. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and

5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

6. Address how the data will be protected using encryption while in motion and at rest

Addendum C

THIRD-PARTY DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Manchester-Shortsville Central School District (hereinafter "School District") and the County of Ontario ("Contractor") entered into an agreement dated September 1, 2023, (hereinafter
"Agreement") for the provision of School Resource Officer services (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 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):

As a local government entity, Contractor actively works to maintain compliance with various data security and privacy requirements, and will comply with the School District's Data Security and Privacy Policy when accessing and/or transmitting student data.

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:

*Contractor will not receive or store any personally identifiable information on County network resources. Contractor agrees to only access the School District's Student Management System through a District device on the District's computer network. Contractor agrees to only use the District-provided email address to communicate electronically regarding District matters in the
course of providing School Resource Officer Service. Contractor agrees to comply with the District's Data Security and Privacy Policy when accessing the District's computer system.*

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, 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:

The School Resource Officer shall receive training from the School District at the start of the school year.

5. Subcontractors: Contractor shall not utilize sub-contractors.

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.*

Contractor maintains various IT security policies and plans, including but not limited to a data breach notification policy. Contractor does not currently intend to receive or store any school district-related PII on County network resources.

7. Termination of Agreement. To the extent Contractor receives or stores PII, within 30 days of termination or expiration of the agreement without renewal, Contractor shall delete or destroy all student personally identifiable information in its possession.

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 Agreement shall remain unmodified and in full force and effect.

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

NEW YORK STATE MODEL DATA PRIVACY AGREEMENT FOR EDUCATIONAL AGENCIES

Manchester-Shortsville Central School District and

Contractor/Vendor:_____

This Data Privacy Agreement ("DPA") is by and between the ***Manchester-Shortsville Central School District*** *("EA"), an Educational Agency, and ("Contractor"), collectively, the "Parties".*

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

1. Breach: *The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.*

2. Commercial or Marketing Purpose: *means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.*

3. Disclose*: To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.*

4. Education Record: *An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.*

5. Educational Agency*: As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.*

6. Eligible Student: *A student who is eighteen years of age or older.*

7. Encrypt or Encryption*: As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.*

***8. NIST Cybersecurity Framework**: The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.*

***9. Parent:** A parent, legal guardian or person in parental relation to the Student.*

***10. Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and Teacher or Principal APPR Data, as defined below.*

***11. Release:** Shall have the same meaning as Disclose.*

***12. School:** Any public elementary or secondary school including a charter school, universal pre kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.*

***13. Student:** Any person attending or seeking to enroll in an Educational Agency.*

***14. Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.*

***15. Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.*

***16. Teacher or Principal APPR Data**: Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.*

ARTICLE II: PRIVACY AND SECURITY OF PII

1. Compliance with Law.

In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract dated _____("Service Agreement"); Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights

Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

2. Authorized Use.

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

3. Data Security and Privacy Plan.

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

4. EA's Data Security and Privacy Policy

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy and other applicable policies.

5. Right of Review and Audit.

Upon request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

6. Contractor's Employees and Subcontractors.

(a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors comply with the terms of this DPA.

(b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.

(c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.

(d) Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.

(e) Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

7. Training.

Contactor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

8. Termination

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.

9. Data Return and Destruction of Data.

(a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, Contractor shall transfer PII, in a format agreed to by the Parties to the EA.

(b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

(c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.

(d) To the extent that Contractor and/or its subcontractors

continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

10. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

11. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

12. Breach.

(a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.

(b) Notifications required under this paragraph must be provided to the EA at the following address:

***Name**: Brian Weller*

***Title**: Data Protection Officer*

***Address**: 1506 Route 21*

***City, State, Zip**: Shortsville, NY 14548*

***Email**: brian.weller@redjacket.org*

13. Cooperation with Investigations.

Contractor agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

14. Notification to Individuals.

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

***15. Termination**.*

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

***1. Parent and Eligible Student Access**.*

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

EDUCATIONAL AGENCY	***CONTRACTOR***
BY:	*BY:* ***[Signature]***
	[Printed Name]
Data Protection Officer	***[Title]***
Date:	*Date:*

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

Parents' Bill of Rights for Data Privacy and Security

The Manchester-Shortsville CSD is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law 2d and its implementing regulations, the District informs the school community of the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.

4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls, and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the Data Protection Officer and the Superintendent of the Manchester-Shortsville CSD using this form: Parent Complaint Form. (ii) Complaints may also be submitted to the New York State Education Department at www.nysed.gov/data-privacy-security; by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

Parents, eligible students (students who are at least 18 years of age or attending a postsecondary institution at any age), principals, teachers, and employees of an educational agency may file a complaint about a possible breach or improper disclosure of student data and/or protected teacher or principal data. This complaint form is submitted to Data Protection Officer or Superintendent of Manchester-Shortsville CSD: Parent Complaint Form

SUPPLEMENTAL INFORMATION REGARDING THIRD-PARTY CONTRACTORS

In the course of complying with its obligations under the law and providing educational services to District residents, the Manchester-Shortsville School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information:

1) The executive purposes for which the student, teacher, or principal data will be used by the third-party contractor, as defined in the contract;

2) How the third-party contractor will ensure that subcontracts or other authorized persons or entities to whom the third- party contractor will disclose the student data or teacher data or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);

3) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student's, teacher's, or principal's data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);

4) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student, teacher, or principal data that is collected;

5) Where the student, teacher, or principal data will be stored, described in a matter as to protect data security, and the security protection taken to insure the data will be protected and data privacy and security risk mitigated; and

6) Address how the data will be protected using encryption while in motion and at rest.

Parents have the right to know which vendors the district is using that contains student data. To receive a list of software and website vendors please contact rjtechhelp@redjacket.org. For safety and security measures, we do not post this information publicly.

CONTRACTOR	
[Signature]	
[Printed Name]	
[Title]	
Date:	

EXHIBIT B

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	*Check all that apply:* ☐ *Student PII* ☐ *APPR Data*
Contract Term	*Contract Start Date _____* *Contract End Date _____*
Subcontractor Written Agreement Requirement	*Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option)* ☐ *Contractor will not utilize subcontractors.* ☐ *Contractor will utilize subcontractors.*

Data Transition and Secure Destruction	*Upon expiration or termination of the Contract, Contractor shall:* • *Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.* • *Securely delete and destroy data.*
Challenges to Data Accuracy	*Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify the Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.*
Secure Storage and Data Security	*Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)* ☐ *Using a cloud or infrastructure owned and hosted by a third party.* ☐ *Using Contractor owned and hosted solution* ☐ *Other:* *Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:*
Encryption	*Data will be encrypted while in motion and at rest.*

CONTRACTOR	
[Signature] ***[Printed Name]***	
[Title]	
Date:	

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. ***While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.***

1 *2*	*Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.* *Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.*	
3	*Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.*	
4 *5*	*Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.* *Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.*	

6	*Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.*	
7	*Describe your secure destruction practices and how certification will be provided to the EA.*	
8	*Outline how your data security and privacy program/practices align with the EA's applicable policies including alignment with NIST Frameworks*	