

**DRAFT**

**BOARD AGENDA  
BUSINESS MEETING**

Thursday, October 19, 2023

6:30 PM In the School Cafeteria (Early start time for Audit Committee)

CV-S Central School  
Cherry Valley, NY

**I. OPENING OF MEETING**

A. QUORUM CHECK

B. CALL TO ORDER

C. PLEDGE OF ALLEGIANCE

D. AUDIT COMMITTEE MEETING

E. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration, Board Committee Reports, Library - Mrs. Frank, and Literacy - Ms. Bullinger & Mrs. Russell

F. ADDITIONS TO AGENDA

G. CORRESPONDENCE RECEIVED

H. SUPERINTENDENT'S REPORT

I. RECOGNITION OF VISITORS

**II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL**

III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-10-2023 through RESOLUTION 16-10-2023

A. RESOLUTION 1-10-2023  
APPROVAL OF MINUTES – September 21, 2023

B. RESOLUTION 2-10-2023  
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – September 2023

C. ACCEPT AUDIT  
RESOLUTION 3-10-2023  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Audit Committee, does hereby accept the audit for fiscal year ending June 30, 2023, conducted by the Bonadio Group.

D. ACCEPT DONATION  
RESOLUTION 4-10-2023  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept a donation from the Cherry Valley-Springfield Endowment Foundation for Educational Excellence, Inc.: Motivational/Sensory Tools - \$960.00

E. ACCEPT GRANT

RESOLUTION 5-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept the New York Agricultural Education New Program Incentive Grant in the amount of \$5,000.

F. SCHOOL CALENDAR

RESOLUTION 6-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby revise the school calendar for the 2023-2024 school year. Thursday, November 2, 2023 will be an early dismissal (12:45 PM) for all students so that professional development regarding school safety may be held.

G. AGREEMENT WITH BASSETT MEDICAL CENTER

RESOLUTION 7-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Agreement with Bassett Medical Center for the School Based Health Center and including the Data Privacy Agreement and the Parents' Bill of Rights for Data Privacy and Security per Attachment III G.

H. SURPLUS

RESOLUTION 8-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby deem the following as surplus and available for items to be sold on Auctions International: Mohawk 25,000 lbs. used bus lift - Model #TR-25A Serial # 25071115 and a Precision food warmer Model #RSU-401

I. ROADS DEEMED UNREASONABLE HAZARDOUS CONDITIONS FOR TRANSPORTATION OF STUDENTS

RESOLUTION 9-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, deems the following roads, if used for transportation of students, would involve unreasonable hazardous conditions at any time per Attachment III I.

J. SUPERINTENDENT AUTHORITY

RESOLUTION 10-10-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby grant approval of the Superintendent to appoint volunteers on a temporary basis with the understanding that the Board of Education will make the final determination at the next subsequent Board of Education meeting.

**K. COMBINING CONTRACT**

**RESOLUTION 11-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the Combining Contract between the Cooperstown Central School District and the Cherry Valley-Springfield Central School District, for Varsity Boys Swimming and Diving athletic competition during the 2023-2024 season.

**L. PERSONNEL**

**RESOLUTION 12-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignments for the 2023-2024 school year:

Basketball Clocks - Amanda Cade, Ernie Whiteman, BJ Whiteman, Rich Whiteman and Robert Whiteman  
Elementary Club - Lindsay Monser      After School Study Hall - Jordan Rhodes  
Detention - Jordan Rhodes                      Tutor - Maxine Antunes-Reiff

**RESOLUTION 13-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Amanda Cade as a weight room monitor for the 2023-2024 school year.

**RESOLUTION 14-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as Instructional Support Staff Substitutes for the 2023-2024 school year: Christina Schuttig      Terry Zvirzdin

**RESOLUTION 15-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as an Instructional Substitute for the 2023-2024 school year: Christina Schuttig      Katelyn Pasternak

**RESOLUTION 16-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as volunteers for the 2023- 2024 school year: Hilary Lusk      Kassandra Laymon      Elena Sheldon      Jeremy Seeley

**IV. NEW BUSINESS**

**A. POLICY REVIEW**

**RESOLUTION 17-10-2023**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby conduct a first reading of Policy, Regulation and Exhibit 4321.12 Timeout and Physical Restraint (All Students) and Policies 5300.55 Corporal Punishment, 5605 Student Voter Registration and Pre-Registration, 6710 Purchasing Authority, 8210.1 Use of Surveillance Cameras on School Property, 9520.6 Rights of Employees to Express Breast Milk in the Workplace.

**V. OLD BUSINESS**

VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)
- To review recommendations made by the Committee on Preschool Special Education

VII. ADJOURNMENT



Bassett Healthcare Network  
Bassett Medical Center

**AGREEMENT BETWEEN  
BASSETT MEDICAL CENTER  
AND CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL**

**THIS AGREEMENT** (“Agreement”) made on \_\_\_\_\_, between **CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT** ( the “School”), having its principal place of business located at 597 County Highway 54, Cherry Valley, NY 13320, **CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT** and **THE MARY IMOGENE BASSETT HOSPITAL d/b/a BASSETT MEDICAL CENTER** (“MIBH”), having its principal office located at One Atwell Road, Cooperstown, New York 13326-1394.

**WHEREAS**, the School wishes to retain MIBH for the purposes of operating their school-based health service in accordance to the New York State Department of Health Principals and Guidelines called Cherry Valley-Springfield School-Based Health Center (SBHC).

**WHEREAS**, MIBH in turn desires to provide such services.

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

- A. MIBH will designate the Manager(s) of School-Based Health of the Department of Pediatrics (the “MIBH Employee(s)”) to coordinate the services with the School. MIBH’s Department of Pediatrics will manage and operate the School-Based Health Center. With specific services provided as follows:
- ❖ An Advance Practice Clinician (APC) who will provide comprehensive primary care services to students enrolled in the SBHC. The APC will see unenrolled students as needed when requested by the school for New York State Education required health services.
  - ❖ A collaborating physician for the nurse practitioner and a Medical Director for the program. Collaborating physician services will include:
    - Regular on-site visits, while school is in session, for clinical quality review of charts, specific case consultation, discussion of medical treatment protocols, review of program policies as needed, and other school health issues.
    - Daily phone access for telephone consultation.
    - Telemedicine care as appropriate with specialist, sub specialist and primary care provider.
  - ❖ Will serve as the school Medical director for all student related needs and services.
  - ❖ A Mental Health Clinician to provide mental health service to students in the SBHC program.
  - ❖ A dental hygienist to provide preventative dental health services.
  - ❖ Office support staff for the SBHC. Primary work responsibilities will be: medical record management, billing related activities, general office support for the school-based health center providers, data entry/database management for NYSDOH (New York State Department of Health) required tracking programs, scheduling of patients, call students from class and facilitating SBHC enrollment and outreach.

- ❖ The school-based health management team to oversee coordination of the day-to-day operation of service.
- ❖ Regular on-site visits by MIBH Laboratory staff for quality assurance and compliance reviews of on-site waived laboratory testing at the SBHC. Laboratory staff will provide training to new and existing staff on laboratory policies, procedures and new instrumentation. Laboratory coordinator will act as a consultant on all laboratory related matters.
- ❖ Credentialing of the nurse practitioner or physician assistant. Credentialing includes licensure, privileging, continuing medical education requirements, employee health standards and risk management.
- ❖ The nurse practitioner or physician assistant will be a member of MIBH's School-Based Health Center Provider group facilitated by the SBHC Co-Medical Directors.
- ❖ The nurse practitioner or physician assistant will be able to attend all Bassett-sponsored CME, with the standing of a Bassett employee. The nurse practitioner or physician assistant will have access to attend regularly teleconferenced Pediatric Grand Rounds.
- ❖ Provide third party billing services for students with insurance coverage. This includes enrollment of the ADVANCED PRACTICE CLINICIAN with all applicable third party payers. Collection of insurance information and demographic information for billing, registration, coding, batching, charge entry and submission of claims to third party payers. Balance billing or collection of co-payments will not be performed for services billed and provided through the School-Based Health Center.
- ❖ MIBH will be available to provide primary care services for students enrolled in the SBHC program after school hours and when the school is not in session, or for children referred by the nurse practitioner at the initiative or request of the patient. Parents may elect to receive these services from any medical providers of their choosing. For services rendered at a Bassett-owned facility, MIBH will bill for the care provided based on its own fees and charges.
- ❖ Will assist with public relations in support of the program and periodic feedback to the community.
- ❖ Will designate personnel to serve on CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL SBHC Community Advisory Committee.
- ❖ Will provide all necessary office, medical and laboratory supplies and equipment to operate the program.
- ❖ Will ensure SBHC staff comply with the fingerprinting requirements set forth in Part 87 of the Regulations of the Commissioner of Education if required by the school district.

B. The School agrees to provide:

- ❖ Security or background investigation of SBHC staff above and beyond that provided by MIBH, including fingerprinting at its expense.
- ❖ Provide the SBHC with electronic mailing list for SBHC mailings of student population within 10 days of the request and as requested.

- ❖ Adequate space to accommodate a private examination and counseling area, office areas for the mental health worker, medical office assistant, dental hygienist and nurse practitioner and nurse and lab area and access to a bathroom.
- ❖ Support and collaboration of School Nurse(s) who will assist with triage and referral to the SBHC, scheduling of school mandated annual examinations and monitoring of immunizations.
- ❖ Provide SBHC access to workspace during non-school hours such as early morning, late afternoons and summer for alternative SBHC clinic hours.
- ❖ A private phone line and monthly maintenance, for the advanced practice clinician.
- ❖ A private phone line and monthly maintenance, for the mental health worker.
- ❖ A private phone line and monthly maintenance, main SBHC line-located at the Ambulatory Office Assistant's work area.
- ❖ Dedicated Direct Inward Dial (DID) phone line and monthly maintenance of Fax connection.
- ❖ Internal phone line used to call students to the SBHC.
- ❖ Dedicated cabling from the network closet(s) to all needed locations Category 6 or higher for all new drops. Locations that are greater than 100 meters can use fiber or internal VLANs on the school's network.
- ❖ Dedicated power outlet where Bassett's network gear is located.
- ❖ Installation of network drops as needed.
- ❖ Easy access to the network closets (name and contact number to obtain access).
- ❖ Provide utilities, regular trash removal, cleaning and maintenance of the space, at its expense.
- ❖ Installation of minor equipment as requested involving work associated with school walls/property -- i.e., hanging of bulletin boards, eyewash stations, etc.
- ❖ Reconstruction projects – work with SBHC Operations Manager planning to completion of reconstruction projects.
- ❖ Daily cleaning of the SBHC Suite during the school year.
- ❖ Coordinate summer cleaning with the SBHC Team and Operations Manager to correspond with dates the SBHC is open in the summer and to be completed by the first day of Fall Athletic practices in August.
- ❖ Access to school email system for school wide communications.
- ❖ Access to student scheduling system.
- ❖ Provide certificate of annual inspection of fire alarm systems to the SBHC Operations Manager.
- ❖ Will support the efforts and mission of the school-based health center and will assist with communicating with school staff, families, students and community at large.

- ❖ Provide support for school staff compliance with the rules and regulations of the Department of Health and specifically with regard to the confidentiality of medical records. The School-Based Health Center staff will maintain the medical record, which will be the property of MIBH.
  - ❖ Designate school personnel to serve on the CHERRY VALLEY-SPRINGFIELD SBHC Community Advisory Committee.
- C. This Agreement in no way establishes an agency relationship between the School and MIBH. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts or omissions of the other party.
- D. This Agreement shall be in effect from **October 15, 2023** through **September 30, 2025**. This Agreement shall terminate immediately if either party fails to maintain in good standing its licensure, certification or accreditation. Such party shall immediately notify the other party in writing.
- E. The School shall hold harmless and indemnify and its agents, employees, officers, directors and trustees (each, an "indemnitee") from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including attorneys' fees, in connection with any such loss, damage, liability, claim or action of any nature, that MIBH suffers arising by reason of any act or omission on the part of the School or its agents, employees, officers, directors or trustees in connection with this Agreement to the extent that such losses, damages, liabilities or claims are not due solely to the acts or omissions of MIBH, its agents, employees, officers, directors or trustees.

The indemnitee shall promptly notify the indemnitor in writing of any claim against it with respect to which indemnity will be sought hereunder. Untimely notice will affect the indemnitor's obligations only to the extent it has been prejudiced. Upon unconditionally assuming the obligation to indemnify, the indemnitor shall be entitled to assume the defense of such claim with counsel reasonably acceptable to the indemnitee, following which the indemnitor will be liable to the indemnitee for any legal or other expenses incurred without the indemnitor's consent. No right to indemnity shall exist for a claim settled without the written consent of the indemnitor. This paragraph shall survive any termination of this agreement for any reason. Notwithstanding anything in the previous paragraph to the contrary, Bassett will indemnify the School, its agents, employees, officers, directors and trustees from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including attorneys' fees in connection with any such loss, damage, liability, claim or action, that the School suffers to the extent it arises solely out of any act or omission of MIBH, its agents, employees, officers, directors and trustees in connection with this Agreement constituting or claimed to constitute professional malpractice.

- F. Each party shall maintain comprehensive liability insurance and additional malpractice insurance coverage for any of its professional employees involved in the provision of health care under this agreement. The coverage shall be in the form of a self-insurance program or in the form of a policy and must be acceptable to both parties. The limits shall be as follows:
- a. Commercial General Liability insurance with limits of insurance of not less than \$1,000,000 Each Occurrence, \$3,000,000 Products - Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$1,000,000 Damage to Premises Rented to You, \$5,000 Medical Expense (any one person) and \$3,000,000 General Annual Aggregate. Commercial General Liability coverage shall cover liability arising from premises, ongoing operations, independent contractors, products-completed operations, and personal and advertising injury. The School, shall be named as additional insureds on the Commercial General Liability coverage. Coverage for the additional insureds shall be as broad as the coverage provided for MIBH. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.



- b. Commercial Umbrella insurance with limits at least \$5,000,000 and providing coverage over all underlying policies. The Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Workers Compensation and Employers Liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
  - d. MIBH shall waive all rights against The School and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above and where permitted by law.
  - e. Copies of all certificates of insurance shall be provided to the School by MIBH on an annual basis.
- G. This is the entire Agreement between the parties with respect to the subject matter hereof. The terms of this Agreement supersede any and all written and oral representations previously made. There shall be no oral modifications of this Agreement and any modification or amendment of the terms of this Agreement shall not be binding unless executed in writing by the parties hereto.
- H. Neither party shall have the right to assign its rights or obligations hereunder without the written consent of the other.
- I. The performance by each party of its services, obligations or duties pursuant to this Agreement shall comply with all pertinent provisions of Title 10, Chapter V of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Notwithstanding any other provisions in this Agreement, (the parties hereto or MIBH and the School, as appropriate) remain(s) responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

- J. The parties' rights and duties under this Agreement shall be governed by the law of the State of New York.
- K. This Agreement may be terminated by either party by notice in writing of termination delivered personally or sent by registered mail addressed to the other party at its then principal office. Such notice shall be so delivered or mailed at least 90 days prior to the intended termination date.
- L. Those records in possession of the Cherry Valley-Springfield Central School are governed by the Family Educational Rights and Privacy Act. Those records in possession of MIBH are subject to any applicable medical record confidentiality provisions of the New York State Public Health Law, Mental Hygiene Law, federal regulations on drug and alcohol abuse records, or the federal HIPAA privacy rules.
- M. Section 2-c and 2-d of the New York State Education Law require that third party contractors comply with the parents' Bill of Rights and ensure privacy of any personally identifiable data shared under this contract. Contractor agrees to comply in every respect with all applicable provisions of section 2-c and 2-d of the NYS Education Law and any subsequently promulgated rules, regulations or laws regarding the same. Contractor has read the Parent's Bill of Rights and has read the District's Student Records Policy and agrees to fully comply with both including any amendments. The District will notify Contractor of any significant changes to either policy.
- N. MIBH represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that MIBH or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, MIBH agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be signed by their duly authorized officers as of the day and year first written above.

**CHERRY VALLEY-SPRINGFIELD CENTRAL  
SCHOOL**

DocuSigned by:  
Therijo Snyder      9/11/2023  
6C88406290EA40D...      Date  
Therijo Snyder  
District Superintendent

**THE MARY IMOGENE BASSETT HOSPITAL  
D/B/A BASSETT MEDICAL CENTER**

DocuSigned by:  
By: Deanna Charles  
4049D3A190ED4CB...  
Name: Deanna Charles

Title: SVP, Chief Ambulatory & Transformation Officer

Date: 8/23/2023

Federal Tax ID:

## Cherry Valley-Springfield Central School District Data Privacy Agreement

### 1. Definitions

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b. **Chief Privacy Officer** means the Chief Privacy Officer appointed by the Commissioner pursuant to Education Law §2-d.
- c. **Commercial or Marketing Purpose** means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.
- d. **Contract or Agreement** means a binding agreement between the District and a third-party contractor, which shall include but not be limited to an agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- e. **District** means Cherry Valley-Springfield Central School District.
- f. **Disclose or Disclosure** means 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.
- g. **Education Records** means 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.
- h. **Educational Agency** means a school district, board of cooperative educational services (BOCES), school, or the Department.
- i. **Eligible Student** means a student who is eighteen years or older.
- j. **Encryption** means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- k. **FERPA** means the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- l. **NIST Cybersecurity Framework** means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 which is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m. **Parent** means a parent, legal guardian, or person in parental relation to a student.
- n. **Personally Identifiable Information (“PII”)**, as applied to student data, 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 as applied to teacher and principal data, means personally identifiable

information as such term is defined in Education Law §3012-c (10). And, includes, but is not limited to: name, name of parents or family members, personal identifier such as a social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth and mother's maiden name, other information that, along or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who the educational agency or institution reasonably believes or knows the identity of the student to whom the education record relates.

- o. **Release** shall have the same meaning as Disclosure or Disclose.
  - p. **School** means 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.
  - q. **Student** means any person attending or seeking to enroll in an educational agency.
  - r. **Student Data** means personally identifiable information from the student records of an educational agency.
  - s. **Teacher or Principal Data** means 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.
  - t. **Third-Party Contractor or Contractor** means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.
    - i. For purposes of this Agreement, "Contractor" shall mean Bassett Healthcare Network.
  - u. **Unauthorized Disclosure or Unauthorized Release** means any disclosure or release not permitted by federal or State statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.
2. Under the Agreement between the District and the Contractor ("Agreement"), the Contractor may receive PII regulated by several New York State and federal laws and regulations, including but not limited to, 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 (15 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); Personal Privacy Protection Law (PPPL), Article 6-A of the New York Public Officers

Law; New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. Contractor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with the foregoing laws and regulations, and any other applicable New York State and federal laws and regulations, as well as:

- a. The terms and conditions of the contract between the District and the Contractor, including but not limited to the Parents Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents Bill of Rights for Data Privacy and Security, attached hereto and signed by a representative of Contractor and the District; and
  - b. Applicable District policies, which can be accessed on the District website at: [https://boardpolicyonline.com/?b=cherry\\_valley](https://boardpolicyonline.com/?b=cherry_valley).
3. Contractor has no property or licensing rights or claims of ownership to PII, and shall not use PII for any other reason other than to provide the services outlined in the Agreement between the District and the Contractor. The Contractor shall further not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit any other party, employee, subcontractor or other agent of Contractor to do so.
  4. Parents, eligible students, teachers, principals, and other staff of District may file a complaint of breach or unauthorized release of PII with the District based on the contract or written agreement with Contractor. All complaints may be filed with TheirJo Snyder, Superintendent of Schools, in writing by email, [tsnyder@cvcsd.org](mailto:tsnyder@cvcsd.org), or by mail, 597 Co. Hwy 54 Cherry Valley, NY 13320.
  5. The District understands the Contractor may use subcontractors to fulfill its responsibilities under its contract with the District. Contractor shall manage its relationships with subcontractors, employees, agents, or entities, to ensure the protection of PII consistent with all applicable state and federal law.

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 Data Privacy Agreement, Contractor shall: notify the District 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 Data Privacy Agreement. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements as set forth herein.

Contractor also agrees and acknowledges that the data protection obligations imposed on it by state and federal law, as well as the terms of the agreement between the District and the Contractor shall apply to any subcontractor it engages in providing its contracted services to the District.

6. Contractor agrees that it will disclose student data and/or teacher or principal data only to those officers, employees, agents, subcontractors, and/or assignees who need access to provide the contracted services. Contractor further agrees that any of its officers, employees, assignees and/or subcontractors, who have access to PII will receive training on the federal and New York State laws and regulations governing confidentiality of such data prior to receiving access to that data.
7. Once the contract between the District and the Contractor is expired and is not being renewed or extended, the Contractor, within thirty (30) days of such expiration date, shall destroy any student data or teacher or principal data or any other PII it received over the course of the agreement from

the District. Redaction is specifically excluded as a means of data destruction. 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. Contractor shall provide the District a written certification of the secure deletion and/or destruction of PII held by the Contractor and/or subcontractors. To the extent Contractor and/or its subcontractors remain in possession of any de-identified data, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

8. Upon request by the District, Contractor shall provide the District 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 District'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 District. Contractor may provide the District with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.
9. Student data and/or teacher or principal data transferred to Contractor will be stored in electronic format on systems maintained by Contractor in a secure data center facility located in the United States, or a data facility maintained by a Board of Cooperative Educational Services. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Contractor use industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.
10. Contractor shall promptly notify the District of any Breach of PII without unreasonable delay no later than seven (7) calendar days after discovery of the Breach. Notifications required under this paragraph must be in writing, given by personal delivery, email transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and 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 contact information for representatives who can assist the District. Notifications requested under this paragraph must be sent to the District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the District shall be subject to civil penalty pursuant to Education Law 2-d. The Breach of certain PII protected by Education Law 2-d may subject the Contractor to additional penalties.

Notifications required under this paragraph must be provided to the District at the following address: 597 Co. Hwy 54 Cherry Valley, NY 13320 or [tsnyder@cvscsd.org](mailto:tsnyder@cvscsd.org).

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the District for the full cost of the District's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law 2-d and 9 NYCRR Part 121.

The confidentiality and data security obligations of the Contractor under this Data Privacy Agreement shall survive any termination of the Agreement between the District and the Contractor but shall termination upon Contractor's certifying that it has destroyed all PII.

11. Education Law 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 District. To the extent Student Data is held by Contractor pursuant to the Agreement, Contractor shall respond within thirty (30) calendar days to the District's request for access to Student Data so to allow the District to facilitate same to the Parent or Eligible Student. If a Parent or Eligible Student contacts the Contractor directly, the Contractor will refer same to the District.
12. As required by Education Law 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Agreement is included and incorporated in the Agreement between the District and the Contractor. Contractor shall fill-in and/or provide all necessary information for the Parents Bill of Rights for Data Privacy and Security and the supplemental information before the Agreement is executed.
13. In the event of a conflict between and among the terms and conditions of this Data Privacy Agreement, including the Parents Bill of Rights for Data Security and Privacy and the supplemental information incorporated into the Agreement between the District and the Contractor, the terms and conditions of this Data Privacy Agreement shall govern and prevail, shall survive the termination of the Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

DocuSigned by:  
*Therijo Snyder*  
6C58406290EA40D...  
Cherry Valley Springfield Central School District

9/19/2023

Date

DocuSigned by:  
*Deanna Charles*  
4049D3A190ED4CB...  
Bassett Healthcare Network

9/19/2023

Date





## **CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Cherry Valley-Springfield Central School District ("District") is committed to ensuring student privacy in accordance with local state and federal regulations and policies. To this end and pursuant to the New York Education Law §2-d, and its implementing regulations (Commissioner's regulations Part 121), Parents (including legal guardians or persons in parental relationships) and Eligible Students (student 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) shall not be sold or released for any commercial purposes. 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 99.4 for a complete definition.
2. The right to inspect and review the complete contents of their child's education record stored or maintained by an educational agency, and may do so by contacting Laura Carson, District Secretary at 607-264-9332 ext. 501 or [lcarson@cvsd.org](mailto:lcarson@cvsd.org). 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. 123h (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 student's personally 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 data is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available for review at <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at <http://www.nysed.gov/data-privacysecurity/report-improper-disclosure>, or by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234; or by email to: [privacy@nysed.gov](mailto:privacy@nysed.gov). Complaints may also be directed to TheriJo Snyder, Superintendent of Schools at 607-264-9332 ext. 501 or [tsnyder@cvsd.org](mailto:tsnyder@cvsd.org).
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.
10. The exclusive purposes for which Student Data or APPR Data may be used by the third-party contractor in the performance of this Agreement is to perform the services contracted for as set forth in the Agreement for services between the District and Bassett Healthcare Network, specifically school-based health service.
11. Identify any subcontractors or other persons/entities with whom the Contractor will share the Student Data or APPR Data in the performance of this Agreement and describe how the Contractor will ensure that persons/entities will abide by the data protection and security requirements of the Agreement:

In the event the Contractor engages a Subcontractor or otherwise shares Student Data or APPR Data with any other entity, Contractor acknowledges and agrees that before any such data is shared with a Contractor or other entity, such party must agree in writing to be bound by the confidentiality and data protection provisions set forth in this Agreement, including, but not limited to, the District's Policy for Data Security and Privacy. Upon termination of the agreement between the Contractor and a Subcontractor or other entity, Contractor acknowledges and agrees that it is responsible for ensuring that all Student Data or APPR Data shared by the Contractor must be returned to the Contractor or otherwise destroyed.

12. The Agreement between the District and Bassett Healthcare Network is set to commence October 15, 2023 and expire September 30, 2025. Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to its expiration without a successor agreement in place, Contractor will securely delete or otherwise destroy any and all Protected Data remaining in the position of Contractor or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the District, Contractor will assist the District in exporting all Protected Data previously received back to the District for its own use, prior to deletion, in such format as may be requested by the District. In the event the Agreement is assigned to a successor contractor (to the extent authorized under the terms of the Agreement), the Contractor will cooperate with the District as necessary to transition Protected Data to the successor contractor prior to deletion. Neither Contractor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Contractor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.
13. A parent, student, eligible student (student eighteen years or older), teacher or principal may challenge the accuracy of the Student Data or APPR Data that is collected by contacting the District which produced the challenged record or data or otherwise created such data.

14. The third party contractor shall protect all student data or teacher principal data through security protections consistent with the industry standards. The third party contractor shall store any student data or teacher or principal data at facilities located within New York State and shall ensure such data will be protected and data security and privacy risks are mitigated, and shall use encryption protections on such data while in motion and at rest.

DocuSigned by:  
*Therijo Snyder*  
6C60466298EA40B...  
Cherry Valley-Springfield Central School District

9/19/2023

Date

DocuSigned by:  
*Deanna Charles*  
4049D3A190ED4CB...  
Bassett Healthcare Network

9/19/2023

Date



Roads not approved for school bus transport 2023-2024

**Town of Cherry Valley**

Middle Section of Barringer Road  
Mill Rd. (32A Connecting Dirt Road)  
Connecting Road between Vanderwerker Road and 32A  
Shulgay Road  
Lower Section of Rendering Works Road (off Rte. 20)  
Skopeletti Road  
Chestnut Ridge Road  
Countryman Mountain Road  
O.P. Fields Road  
Wilson Road  
Kniskern Road  
Bosma Lane  
Morton Road  
Hinkley Road  
Salt Springville Road  
Irish Hollow  
Graves Road  
Porath Road  
Dykeman Road  
Fish & Game Road

**Village of Cherry Valley**

Hamilton Street  
Wall Street  
Maple Lane  
Limekiln Road  
Maiden Lane  
Quarry Street

**Town of Middlefield**

\*\*\* Gately Hill Road – Winter Plan  
Pier Hill Road  
Darling Road  
Rosco Jones Road  
Tabor Road  
Zubowich Road  
Weigel Road  
Roseboom Hill  
Skillan Road  
Hinman Road  
Harbison Road  
Butterbowl Road  
\*Ricetown Road  
Bussman Road  
Boyd Road  
Blacks Road

**Town of Roseboom**

Adair Road  
Butter Milk Hill Road  
Bob Rich Road  
Piers Hill Road  
Laflure Road  
Perry Hill Road  
Kirshman Hill Road  
Gage Schoolhouse Hill Road  
Edwards Road  
Roseboom Hill Road  
\*\*Doc Ahlers Road – first snow or Dec. 1 through May 1  
Thompson Hill Road (Rte. 165 to Gray's)  
Joe Chamberlain Road  
West Brown Road  
\*Hoose Road  
Moss Road  
\*\*Standard Hill - first snow or Dec. 1 through April 1  
Hren Road

**Town of Springfield**

Doyle Road  
Mt. Tom Road (Dirt road portion)  
Roads posted as seasonal

**Town of Minden**

\*\*Moyer Lane - Winter Plan  
Chriss Road  
Cook Road  
Quinn Road  
Korniat Road

\*Seasonally posted roads.

\*\* Dates (First snow through April 1 and/or May 1)

\*\*\* The Gately Hill winter plan should be as follows: The winter plan that was in place previous years will stand with day to day decisions for travel on this road based on short-term snow accumulations.

Approved: October 19, 2023 Board of Education Meeting

## TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS)

### (X) Required

- (x) Local
- (x) Notice

*NOTE: State regulations 8 NYCRR §19.5(d)(8) require school districts and BOCES to adopt (and post on the district website and make available to the public at the district office and each school) a written policy that establishes administrative practices and procedures regarding use of timeout and physical restraint, consistent with state regulations. The state regulations apply to all students, not only those students with disabilities. We are keeping this policy in the same location, but have added a clarifying sentence at the beginning.*

*State regulations require the policy and procedures to include, at a minimum:*

- a. factors which may precipitate the use of the timeout or physical restraint;*
- b. developmentally appropriate time limitations for the use of timeout and physical restraint;*
- c. prohibit placing a student in a locked room or space or in a room where the student cannot be continuously observed and supervised;*
- d. prohibit the use of prone restraint;*
- e. the requirements for students with disabilities whose behavioral intervention plan includes the use of timeout as a behavioral consequence;*
- f. staff training;*
- g. information to be provided to the parent or person in parental relation, including a copy of the timeout and physical restraint policy;*
- h. notifying the parent or person in parental relation on the same day when a student is placed in a timeout or a physical restraint is used; and*
- i. data collection to monitor patterns of use of timeout and physical restraint.*

*We have provided this policy and accompanying administrative regulation to update and replace our previous sample 4321.12 and 4321.12-R. Generally, the contents of this policy reflect the requirements of the state regulations. There are some areas noted below where the district can customize this policy and regulation.*

This policy applies to all students, whether or not they are students with disabilities. The Board of Education recognizes that sometimes students exhibit challenging behaviors that impede learning and pose concern for the physical safety of themselves or others. The Board is required by state law and state regulations to adopt a policy that establishes administrative practices and procedures on the use of timeout and physical restraint to address such challenging behaviors.

As required by state regulations, the district will utilize positive, proactive, evidence- and researched-based strategies through a multi-tiered system of supports, to reduce the occurrence of challenging behaviors, eliminate the need to the use of timeout and physical restraint, and improve school climate and the safety of all students. Such strategies will include intervention and prevention procedures and de-escalation techniques. However, these strategies may not always be effective in keeping the school environment safe.

*NOTE: The following paragraph reflects the requirements of 8 NYCRR 19.5(d).*

Pursuant to state regulations 8 NYCRR §19.5, timeout and physical restraint will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies

that are designed to change, replace, modify, or eliminate a targeted behavior. Timeout and physical restraint may only be used when:

1. Other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious physical harm to the student or others;
2. There is no known medical contraindication to its use on the student; and
3. School staff using such interventions have been trained in its safe and appropriate application, as required by state regulations.

For purposes of this policy and regulation, the term "parent" refers to parents and persons in parental relation.

The Superintendent is directed to establish administrative regulations to implement this policy.

#### I. Precipitating Factors and Time Limitations

*NOTE: We have provided more general language in this policy describing precipitating factors and time limitations for timeout and physical restraint, with more specific information in the administrative regulation. Precipitating factors and time limitations are not defined or prescribed in state regulations. The state regulations only require time limitations to be developmentally appropriate. The district may wish to modify this section.*

Generally, timeout and physical restraint will be used when students exhibit behavior that puts themselves or others at risk of physical injury. Timeout and physical restraint will be used for the least amount of time necessary, generally only until the student has de-escalated, can return to their educational program, and no longer poses a risk of injury to themselves or others.

#### II. Timeout for Students with Disabilities Pursuant to a Behavioral Intervention Plan

*NOTE: State regulations 8 NYCRR §200.22(c) allow for the use of timeout for students with disabilities pursuant to a behavior intervention plan.*

In addition to situations posing an immediate concern for the physical safety of a student or others as described in this policy and administrative regulation, timeout may be used for students with disabilities in conjunction with a behavioral intervention plan (BIP), as part of the student's individualized education program (IEP), as permitted by state regulations 8 NYCRR §200.22.

#### III. Staff training

*NOTE: State regulations 8 NYCRR §19.5(d)(7) require annual staff training.*

The district will provide annual training to staff on the use of timeout and physical restraint as required by state regulations and outlined further in the accompanying administrative regulation.

#### IV. Information Provided to Parents

*NOTE: State regulations 8 NYCRR §19.5(d)(8)(i)(g) require that the policy must include "information provided to the parent or person in parental relation, including a copy of the policy." We believe this means only the parents of students for whom timeout or physical restraint has been used. Additional information could be provided to parents, and described here.*

As required by state regulations, the district will provide this policy and accompanying administrative regulation to the parents of students for whom timeout and physical restraint has been used.

#### V. Parent Notification of Timeout or Restraint



*NOTE: State regulations 8 NYCRR §19.5(d)(3) and (d)(8) require parent notification and reporting to the CSE as described below. State Education Law §4402(9) requires same-day parent notification for students with disabilities and reporting to the CSE.*

The Building Principal or designee will notify parents on the same day that timeout or physical restraint is used on a student, including a timeout used in conjunction with a student's BIP. The notification will offer the parent the opportunity to meet regarding the incident. Parents will also be provided with a copy of the documentation of the incident within three school days of the use of timeout or physical restraint.

If the parent cannot be contacted after making reasonable attempts, the Principal will record the attempts made to contact the parent. In the case of students with disabilities, the Principal will report such attempts to the student's committee on preschool special education or committee on special education.

#### VI. Data Collection to Monitor Patterns

*NOTE: State regulations 8 NYCRR §19.5(d)(4), (d)(5) and (d)(6) require documentation, debriefing, and review.*

As required by state regulations, the district will document each incident of the use of timeout (including those used in conjunction with a BIP) and physical restraint, debrief following each incident of timeout and physical restraint, and review its documentation to monitor patterns of timeout and physical restraint.

*NOTE: The following paragraph is optional and is suggested for districts that are interested in determining whether the use of timeout and physical restraint are being applied disproportionately, and to engage in measures designed for reduced, and more equitable, use.*

**Optional:** The district will periodically examine data about the use of timeout and physical restraint. Such data will be disaggregated by school and grade level, as well as student race/ethnicity and sex/gender (and/or other relevant factors). The purpose of this examination is to determine whether the district is disproportional in its use of timeout and physical restraint, how to reduce such disproportionality, and what additional training, support and/or assistance is needed to reduce the use of such interventions.]

#### VII. Prohibited Actions

*NOTE: This section reflects the requirements of 8 NYCRR §19.5(b)(8), (c) and (d)(8)(i). The policy must include a prohibition on the use of locked rooms and prone restraint. We have included the second paragraph to reflect other actions prohibited by state regulations.*

Students may not be placed in a locked room or space in a room where the student cannot be continuously observed and supervised by school staff. Students may not be placed in a prone restraint (a physical or mechanical restraint while the student is in a face down position).

Additionally, district teachers, administrators, officers, employees, or agent may not use corporal punishment, mechanical restraint and other aversive interventions, or seclusion (which differs from timeout) against a student, as defined in state regulations. State regulations include school resource officers in the term "agent" except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

#### VIII. Annual Reporting

*NOTE: State regulations 8 NYCRR §19.5(e) require that all allegations of corporal punishment, aversive interventions, and seclusion (those that are both substantiated and unsubstantiated) be reported to SED. This annual reporting goes into effect in the 2024-2025 school year. Until then,*

*districts are required to report to SED complaints about the use of corporal punishment only. We have suggested the paragraph below, which could be modified as appropriate for your district.*

District staff must report all allegations of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint, or seclusion to the Superintendent. The Superintendent or designee will investigate the allegations, and determine whether they are substantiated or unsubstantiated, and will compile the reports annually.

The district will submit a report to the State Education Department, on a form and at a time prescribed by the Commissioner of Education, on the use of timeout and physical restraint, as well as substantiated and unsubstantiated allegations of the use of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint and seclusion.

IX. Public Availability and Posting of Policy

*NOTE: State regulations 8 NYCRR §19.5(d)(8)(ii) require the following actions. If the district does not maintain a website, that part can be deleted.*

This policy and accompanying administrative regulation will be made publicly available for review at the district administrative offices, at each school building, and posted on the district's website.

Ref: Education Law §4402(9)  
8 NYCRR §§19.5; 200.22

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **09.23**

# TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS) REGULATION

*NOTE: This regulation updates and replaces our previous sample 4321.12-R. Generally, the contents of this regulation reflect the requirements of the state regulations 8 NYCRR §19.5. There are some areas noted below where the district can customize this regulation.*

This regulation contains administrative procedures addressing the use of timeout and physical restraint, as required by state regulations.

## I. Timeout

*NOTE: State regulations 8 NYCRR §19.5(b)(11) define timeout as included below.*

Timeout is defined in state regulations as a behavior management technique that involves the monitored separation of a student in a non-locked setting, implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program.

Timeout does not include:

1. a student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulation strategies;
2. use of a room or space containing coping tools or activities to assist a student to calm and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan; or
3. a teacher removal, in-school suspension; or any other appropriate disciplinary action.

### A. Use of Timeout

*NOTE: State regulations 8 NYCRR §19.5(d)(1) restrict the use of timeout, described below.*

Timeout may only be used in situations that pose an immediate concern for the physical safety of the student or others. Staff must return students to their educational program as soon as they have safely de-escalated, regained control and are prepared to meet expectations.

*NOTE: While not included in the state regulations and not required to be included in policy, districts must attend to students' physical needs during the school day, including during timeout, such as medication, food, water, and use of a restroom.*

### B. Physical Requirements for Rooms or Spaces Used for Timeout

*NOTE: This section reflects the requirements of State regulations 8 NYCRR §19.5(d)(1).*

The room or physical space ("space") used for purposes of timeout may be located within a classroom or outside of the classroom. The space must be unlocked, and any door must be able to be opened from the inside. The space must allow for continuous visual and auditory monitoring of the student, and school staff will continuously monitor students in timeout. The space will be large enough to allow a student to move freely and lay down comfortably. The space will be clean and free of objects and fixtures that could be potentially dangerous to a student, and will meet all local fire and safety codes. Wall and floor coverings will, to the extent practicable, be designed to prevent student injury,

and there will be adequate lighting and ventilation. The temperature of the space will be within the normal comfort range, and consistent with the rest of the building.

#### C. Additional Requirements for the Use of Timeout with Students with Disabilities

*NOTE: This section reflects the requirements of State regulations 8 NYCRR §200.22(c).*

The IEP of a student with a disability will specify when a behavioral intervention plan includes the use of timeout, including the maximum amount of time they will need to be in timeout as a behavioral consequence, as determined on an individual basis, in consideration of the student's age and individual needs. The behavioral intervention plan will be designed to teach and reinforce alternative appropriate behaviors.

The district will inform parents of students with disabilities prior to the initiation of a BIP that incorporates the use of timeout, give the parent an opportunity to see the room or physical space used, and provide the parent with copy of this policy and regulation.

#### D. Factors Precipitating the Use of Timeout

*NOTE: State regulations 8 NYCRR §19.5(d)(8) require the district's policy and procedures to include factors which may precipitate the use of timeout. We have suggested the paragraph below, which is consistent with the language of the state regulations 8 NYCRR §19.5(d) for the use of timeout. Your district may wish to modify as appropriate.*

The factors which may trigger the use of timeout can depend on the particular student. Generally, timeout may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

#### E. Time Limitations for Timeout

*NOTE: State regulations 8 NYCRR §19.5(d)(8) require districts to establish "developmentally appropriate time limitations" for timeout, but do not specify what the time limits must be, or whether a maximum number of minutes be set. We have provided this section as a suggestion, which we believe is consistent with state regulations 8 NYCRR §§19.5(b)(11), 19.5(d) and 200.22(c). Your district should discuss with the school attorney before setting additional or more specific limitations, such as periodically assessing whether students are ready to leave timeout, determining whether other actions and supports are necessary to assist the student in leaving timeout, setting a maximum amount of time a student can be placed in timeout (under any circumstances, or varied by student development level), or requiring approval by an administrator for timeouts to continue past a certain length of time.*

The amount of time a student may spend in timeout will vary with the student's age, grade, and development level, individual needs, behavioral intervention plan (for students with disabilities), and the specific circumstances. Students will spend only as much time in timeout as is necessary for them to deescalate, regain control, return to their educational programs, or no longer pose a concern for the physical safety of themselves or others.

Timeout for students with disabilities that are utilized pursuant to their BIP will not be more than the maximum amount of time specified in the BIP.

## II. Use of Physical Restraint

*NOTE: State regulations define physical restraint as below in 8 NYCRR §19.5(b)(7).*

Physical restraint immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or for other similar purposes.

#### A. Requirements for use of Physical Restraint

*NOTE: State regulations 8 NYCRR §19.5(d)(2) restrict the use of physical restraint as below.*

Physical restraint will only be used in situations where immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others.

1. The type of physical restraint used shall be the least restrictive technique necessary, and will stop as soon as the imminent danger of serious physical harm is over.
2. Physical restraint will not restrict the student's ability to breathe or communicate, or harm the student.
3. Students will not be restrained in a face-down position.
4. Physical restraint will not be used as a planned intervention on a student's individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for a student by the school.
5. Physical restraint will not be used to prevent property damage, except in situations where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.
6. Physical restraint will be administered only by staff who have received training in accordance with state regulations and this policy and regulation.
7. Following a physical restraint, if the student is or is believed to be injured, the school nurse or other medical personnel (i.e., physician, physician assistant, or a nurse practitioner) will evaluate the student to determine and document if any injuries were sustained during the incident.

#### B. Factors Precipitating the Use of Physical Restraint

*NOTE: State regulations 8 NYCRR §19.5(d)(8) require the district's policy and procedures to include factors which may precipitate the use of physical restraint. We have suggested the paragraph below, which is consistent with the language of the state regulations 8 NYCRR §19.5(d) for the use of physical restraint. Your district may wish to modify as appropriate.*

The factors which may trigger the use of physical restraint can depend on the particular student, but there must be imminent danger of serious physical harm to the student or others. Generally, physical restraint may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

#### C. Time Limitations for Physical Restraint

*NOTE: State regulations 8 NYCRR §19.5(d)(8) require districts to establish "developmentally appropriate time limitations" for the use of physical restraint, but do not specify what the time limits must be, or whether a maximum number of minutes be set. Your district should discuss with the school attorney before setting additional or more specific limitations, such as setting a specific amount of time, assessing the situation after a certain amount of time to see what additional interventions are necessary to address the student's needs, consulting with student support staff such as school psychologist, school social worker, school nurse, or behavior specialist. Note also that the state*

*regulations do not prohibit moving a student from physical restraint to timeout, or vice versa, if the situation warrants it.*

Students will remain in physical restraint only while the imminent danger of serious physical harm to the student or others persists.

### III. General Requirements for Timeout and Physical Restraint

#### A. Staff Training

*NOTE: The following two paragraphs reflect the requirements of 8 NYCRR §19.5(d)(7) and (d)(1)(iii)*

All staff will receive annual training on:

1. the district's policies and procedures on the use of timeout and physical restraint;
2. evidence-based positive, proactive strategies; and
3. crisis intervention and prevention procedures and de-escalation techniques.

All staff authorized to implement timeout or physical restraint, including those who function as timeout monitors, will receive annual, evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

*NOTE: The following paragraph is not specifically required by state regulations, but we believe it is compatible with the requirements of the state regulations, and makes good sense.*

Only trained staff authorized by the school principal may implement timeout or physical restraint. Staff who are not authorized to implement timeout or physical restraint will receive training on what to do and who to contact if a student is exhibiting behaviors indicating a need for timeout or physical restraint, where the student has not responded to positive and proactive strategies and less restrictive and intrusive interventions and de-escalation techniques.

#### B. Prohibitions

*NOTE: Locked timeout spaces and prone restraint are prohibited by state regulations 8 NYCRR §19.5(d)(8)(i)(c) and (d). Aversive interventions, corporal punishment and seclusion are prohibited by state regulations 8 NYCRR §19.5(c), defined in 8 NYCRR §19.5(b)(1), (2), and (10).*

Students are prohibited from being placed in a locked room or space for timeout, or in a prone restraint (face-down position). In addition, the following actions are prohibited by state regulations:

##### 1. Aversive Interventions

Aversive interventions are defined in state regulations as those which are intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior. It includes applying noxious, painful, intrusive stimuli, strangling, shoving, deep muscle squeezes or similar actions; noxious, painful or intrusive spray, inhalant or taste; denying or delaying food, or altering food or drink to make it distasteful; limiting movement as a punishment, including helmets or mechanical restraints.

Aversive interventions do not include voice control if limited to loud, firm comments; time-limited ignoring of a specific behavior, token fines as part of a token economy system, brief physical prompts to interrupt or prevent a specific behavior, interventions medically necessary to treat or protect the student.

##### 2. Corporal Punishment

Corporal punishment is defined in state regulations as any act of physical force upon a student for the purpose of punishing that student. The term does not include the use of physical restraint as defined

in state regulations to protect the student, another student, teacher or any other person from physical injury when alternative procedures and methods not involving the use physical restraint cannot reasonably be employed to achieve these purposes.

### 3. Seclusion

Seclusion is defined in state regulations as the involuntary confinement of a student alone in a room or space that they are physically prevented from leaving or they may perceive that they cannot leave at will. Seclusion does not include timeout as defined in this policy and state regulations.

#### C. Data Collection to Monitor Patterns of Use

##### 1. Documentation

*NOTE: The following actions are required by state regulations 8 NYCRR §§19.5(d)(4) and (d)(8)(i).*

The district will document each incident of timeout (including those pursuant to a BIP) and physical restraint. Documentation will include:

- a. The student's name and birth date;
- b. The setting and location of the incident;
- c. The names of staff members who participated in the implementation, monitoring and supervision of the use of timeout/physical restraint;
- d. A description of the incident, including the duration and type of restraint used (for physical restraint);
- e. Whether the student has an IEP, Section 504 plan, BIP, or other plan developed by the school for the student;
- f. The positive, proactive intervention strategies utilized prior to the use of timeout/physical restraint (for students with disabilities, include whether those strategies were consistent with the BIP, if applicable);
- g. The details of any injuries sustained by the student or staff during the incident and whether the student was evaluated by the school nurse or other medical personnel;
- h. The date and method of parent notification and whether a meeting was held; and
- i. The date the debriefing was held.

This documentation will be reviewed as necessary by supervisory personnel and the school nurse or other medical personnel as necessary. This documentation will be made available to the State Education Department upon request.

##### 2. Debriefing

*NOTE: The following actions are required by state regulations 8 NYCRR §19.5(d)(5).*

As soon as is practicable, and after every incident in which timeout and/or a physical restraint is used on a student, a school administrator or designee will:

- a. Meet with the school staff who participated in the use of timeout and/or physical restraint to discuss:
  - i. the circumstances leading to the use of timeout and/or physical restraint;
  - ii. the positive, proactive intervention strategies that were utilized prior to the use of timeout and/or physical restraint; and
  - iii. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student including, if applicable, whether a referral should be made for special education programs and/or other support services or, for a student with a disability, whether a referral for review of the student's individualized education program and/or behavioral intervention plan is needed.

- b. Direct a school staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout and/or physical restraint.

### 3. Review of Documentation

*NOTE: The following actions are required by state regulations 8 NYCRR §19.5(d)(6).*

The school administrator or designee will regularly review documentation on the use of timeout and physical restraint to ensure compliance with school's policy and procedures.

If there are multiple incidents within the same classroom or involving the same staff, the school administrator or designee will take appropriate steps to address the frequency and pattern of use.

#### D. Parent Notification

*NOTE: State regulations 8 NYCRR §19.5(d)(8)(i)h require the district's policy and procedures to address parent notification, but the state regulations do not specify particular methods to notify parents. We have provided suggested language here. Your district can modify or include other district or building-level processes for parent notification.*

Same-day parent notification will be via methods reasonably expected to reach the parent (e.g., email, text, phone, apps or portals, etc.), and may take into account parent preference.

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **09.23**



## TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS) EXHIBIT

*NOTE: This form is based on one developed by the Massachusetts Department of Elementary and Secondary Education, modified to reflect the NY state regulations (changes shown below). Please note that a follow-up letter such as this one is not required by the law, though it does demonstrate the district's efforts to comply with the law and provide an additional avenue for notification.*

*(Date)*

*(Name of Parent/Person in Parental Relation)*

*(Address of Parent/Person in Parental Relation)*

Dear *(Parent/Person in Parental Relation Name)*:

As we notified you on *(date)* via *(method of communication)*, *(student's name)* engaged in the following behavior: *(description of behavior triggering precipitating use of ~~time-out room~~ timeout or physical/mechanical restraint)* on *(date)*.

We attempted the following behavior support strategies: *(description of alternatives positive, proactive strategies, less restrictive and intrusive interventions, and de-escalation techniques used prior to ~~time-out room~~ timeout or restraint use)*.

When these attempts did not succeed, we select one: (A) sent *(student's name)* to the ~~time-out room~~ space used for timeout (or insert name used by the school) (B) physically/mechanically restrained *(student's name)* for a period of *(number)* minutes. *Include for use of time-out room: The student was accompanied by [name(s)], who helped the student to calm.*

We invite you to meet with us to discuss this incident. Please contact me at (contact information) to schedule a time. We have also included a copy of the documentation of the incident, as well as the district's policy and regulation on timeout and restraint.

*Discuss any follow-up, de-brief, or other actions. For example, when there is repeated use of the ~~time-out room or restraint~~ for the same student, invite the parent/person in parental relation to meet and discuss alternative strategies to help the student maximize the amount of time spent learning with peers.*

Please contact *(name and contact information)* if you have any questions or need any additional information.

Sincerely,

*(Name, Title)*

Adoption date:

Adoption Date:  
Classification:  
Revised Dates: ; **09.23**

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NYSSBA Sample Policy

## CORPORAL PUNISHMENT

*NOTE: This section of the sample code of conduct reflects the Commissioner's regulations governing the use of reasonable physical force by school district personnel against students (8 NYCRR §§ 19.5(b)(2), 19.5(d)(2)(v); 100.2(l)(3)). Neither the SAVE legislation nor the regulations require that this provision be included in the code of conduct. It is included in this sample code because of its relevancy to the issue of maintaining or restoring school safety.*

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any district employee is strictly forbidden.

Corporal punishment does not include the use of physical restraint to protect the student, another student, teacher or any other person from physical injury, when alternative procedures and methods not involving the use of physical restraint cannot reasonably be employed to achieve these purposes.

Physical restraint will not be used to prevent property damage, except in situations where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.

The authorized use of timeout and physical restraint is addressed in policy 4321.12 and regulation 4321.12-R.

~~However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:~~

- ~~1. Protect oneself, another student, teacher or any person from physical injury.~~
- ~~2. Protect the property of the school or others.~~
- ~~3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to refrain from further disruptive acts.~~

The district will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

Cross-ref:  
4321.12, Timeout and Physical Restraint (All Students)

Ref:  
8 NYCRR §100.2(l)(3)  
Rules of the Board of Regents §19.5

Adoption date:

Adoption Date:  
Classification:  
Revised Dates: ; **09.23**



## STUDENT VOTER REGISTRATION AND PRE-REGISTRATION

Required

Local

Notice

*NOTE: Election Law §5-507 requires school districts to adopt a policy regarding the voter pre-registration of students aged 16- and/or 17-year-olds. New York State allows 16- and 17-year-olds to pre-register to vote. Getting young people involved in the election process allows them to form the habit of voting and contribute to civic life early. Districts may collaborate with county boards of elections to conduct voter registration and pre-registration in schools.*

*Effective July 1, 2024, this requirement applies to BOCES, and the policy is now required to include the specific actions the district will take to promote student voter registration and pre-registration (see below). However, districts may take action now. Changes are suggested below to comply with the law and improve the policy.*

The Board of Education believes that getting young people involved in the election process helps to secure the future of democracy by preparing young people to be educated, engaged voters who have formed the habit of voting and contributing to civic life early.

In accordance with the law, and in an effort to promote student voter registration, the Board directs the **superintendent, building principals or other designees** to offer all students who are at least 16 years old (but will not be 18 years old by the next election) the opportunity opportunities to pre-register to vote. Students who are or will be at least 18 years old by the next election will also be offered opportunities to register to vote. These students must be otherwise qualified to register to vote. ~~These pre-registrations~~ Students pre-registering to vote will be automatically registered upon reaching the age of eligibility following verification of the person's qualifications and address.

*NOTE: The law requires that the policy must address providing access to registration materials, assistance in filing the applications, and informing students of the state requirements. We have provided some suggestions below.*

The district will ~~do so~~ provide students with access to voter registration and pre-registration applications during the school year, and assistance with filing such applications. The district will inform students of the state requirements for voter registration and pre-registration. The district will meet these obligations by **[insert how the district will meet this obligation such as inviting the student students to do so register or pre-register on their 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> birthday; offering registration and pre-registration materials through homeroom/other required class at different times during the year; offering registration and pre-registration materials at a participation in government program; displaying voter registration and pre-registration posters and applications in the school office; hosting voter registration and pre-registration events throughout the year (such as at student**

**government events, showing election- or politics-themed movies after school), etc.]**

*NOTE: The next portion is optional, but completion and submission of voter registration or pre-registration forms shall not be a course requirement or graded assignment for students.*

Students who do not wish to register or pre-register to vote do not have to do so. There will be no penalty (including participation grades or credits) for choosing not to ~~do so~~ register or pre-register.

Ref: Election Law § 5-507

Adoption date:

Adoption Date:

Classification:

Revised Dates: **03/29/2019; 09.23**

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NYSSBA Sample Policy

## PURCHASING AUTHORITY

**(X) Required**

(x) Local

( ) Notice

*NOTE: Upon review of General Municipal Law §104-b(2)(f), which requires that municipalities identify the individual or individuals responsible for purchasing, and their respective titles, in policy, we are changing the designation of this policy to "Required" and recommend including the Purchasing Agent's name in policy, rather than directing the public to find the name in the minutes of the last annual organizational meeting. The law requires this information must be revised biennially (every other year). Because the Purchasing Agent could change annually, we recommend retaining designation at the annual organizational meeting.*

The Board of Education designates the **[insert name and title of Purchasing Agent, such as School Business Manager]** as Purchasing Agent for the school district. The Board ~~shall~~will formally designate the individual named as purchasing agent at the annual organizational meeting, which will be recorded in the minutes of that meeting. If the individual so named becomes unable to fulfill the duties during the course of the year, the Board will designate another purchasing agent at the next Board meeting. The Board will update the name and title of the purchasing agent in this policy every other year, if needed.

The Purchasing Agent will be responsible for administering all purchasing activities and ensuring the quality and quantity of purchases made by the district.

All purchases ~~shall~~will be made through the Purchasing Agent.

The Purchasing Agent is authorized to issue purchase orders without prior approval of the Board when formal bidding procedures are not required by law and budget appropriations are adequate to cover such obligations.

The Purchasing Agent ~~shall be~~is responsible for preparing all bid specifications and a statement of general bidding conditions to be included in every notice or invitation to bid. If there are questions concerning specifications, the Purchasing Agent will consult with the requisitioner to clarify the matter so as to ensure that the appropriate goods or services are obtained.

Cross-ref:

2210, Board Organizational Meeting

6700, Purchasing

Ref:

Education Law §1709(20-a)

General Municipal Law §104-b(2)(f)

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **09.23**





## USE OF SURVEILLANCE CAMERAS ON SCHOOL PROPERTY

- ( ) Required  
 (X) Local  
 ( ) Notice

*NOTE: This is not a required policy. However, in view of the importance of, and attention to, school security, NYSSBA offers this policy for Board consideration. We have updated this policy to remove references to audio recordings to better reflect the state's eavesdropping law, and added a reference to applicable legal citations and the district's safety plans. Note that any use of surveillance cameras is subject to collective bargaining.*

The Board of Education is responsible for maintaining and fostering student discipline, as well as safeguarding the facilities and property of the district. The Board further recognizes the importance of student, staff and visitor privacy. ~~After careful consideration, the~~The Board supports the use of surveillance cameras on school grounds, subject to the applicable provisions of collective bargaining agreements. Cameras are an important component of the district's overall approach to safety, ~~which also includes but is not limited to~~ **modify the following list as appropriate: identification badges, locks, lighting, and alarms** in conjunction with the district's school safety plans. Surveillance cameras are intended to monitor student behavior, promote student and staff safety, and to deter vandalism and other criminal activity. However, this does not preclude other uses deemed appropriate by the Board of Education. Recordings may be used as evidence of misconduct in disciplinary proceedings.

District surveillance cameras will only be used in public areas where there is no "reasonable expectation of privacy." Audio recordings ~~shall and/or surveillance will~~ not be utilized by school district employees ~~without the express permission of the Superintendent or his/her designee~~; however, such prohibition does not preclude the use of audio recordings by law enforcement officials in accordance with their duties and/or as otherwise authorized by law.

Any video recording used for surveillance purposes in school buildings and/or on school property ~~shall be~~ the sole property of the district. The Superintendent or ~~his/her~~ designee ~~shall~~ will be the custodian of such recordings. All video recordings will be stored in their original form and secured to avoid tampering and protect confidentiality. The district ~~shall~~ will comply with all applicable state and federal laws related to student records in retaining these recordings.

Requests to view a video recording must be made in writing to the Superintendent or ~~his/her~~ designee. If the request is granted, viewing shall occur in the presence of the district's custodian of the recording. Under no circumstances will the video be duplicated and/or removed from district premises, unless in accordance with a court order and/or subpoena.

The district will post appropriate signage at entrances to the school notifying students, staff and the general public of the district's use of surveillance cameras. Students and staff will receive additional notification. Such notification may include publication in the district calendar, employee handbook and student handbook.

The Superintendent is authorized to develop such regulations and procedures as may be necessary to implement this policy.

Cross-ref:

1120, School District Records  
5500, Student Records  
8130, School Safety Plans and Teams

Ref:

20 U.S.C. §1232g (Family Educational Rights & Privacy Act)

Arts & Cultural Affairs Law Art. 57-A

Public Officers Law §87

8 NYCRR §185.15 (Appendix L), Retention and Disposition Schedule for New York Local Government Records (LGS-1)

Adoption date:

Adoption Date:

Classification:

Revised Dates: **03/04/2021; 09.23**

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NYSSBA Sample Policy

# **POLICY ON THE RIGHTS OF EMPLOYEES TO EXPRESS BREAST MILK IN THE WORKPLACE**

**(X) Required**

Local

Notice

*NOTE: NY Labor Law §206-c establishes rights of employees to express breast milk in the workplace, and requires the Commissioner of Labor to develop and implement a policy regarding these rights. While employers are not required to formally adopt this policy, all employers must provide this policy to employees upon hire and annually thereafter, and to employees returning to work following the birth of a child. We therefore consider this a "Required" policy.*

*This is the model policy developed by the NYS Department of Labor on expressing breast milk in the workplace. We have only modified it in format to be able to be adopted and included in the district's policy manual, and added appropriate legal citations. The district is free to go above the minimum requirements. The state's model policy is posted here, along with translations in 16 languages, and other resources: <https://dol.ny.gov/breast-milk-expression-workplace>.*

## *Introduction and Purpose*

Section 206-c of the New York State Labor Law gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

## *Using Break Time for Breast Milk Expression*

Employers must provide reasonable unpaid break time for their employees to express breast milk. In addition, employees must also be permitted to use their paid break time or meal time to express breast milk. This time must be provided for up to three years following childbirth. Employers must provide unpaid break time at least every three hours if requested by the employee. However, the number of unpaid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employee must be permitted to work before or after their normal shift to make up any time used as unpaid break time to express breast milk, as long as this time falls within the employer's normal work hours. However, an employee is not required to make up their unpaid break time.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding paid and unpaid break time and meal times regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods: [dol.ny.gov/day-rest-and-meal-periods](https://dol.ny.gov/day-rest-and-meal-periods)
- NY Department of Labor FAQs on Meal and Rest Periods: [dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf](https://dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf)
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods: [dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked](https://dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked)
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk: [dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers](https://dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers)

While an employer cannot require that an employee works while expressing breast milk, nothing in Labor Law 206-c prevents an employee from voluntarily choosing to do so. Time working while expressing breast milk must be compensated. Unpaid breaks provided for the expression of breast milk must be at least twenty minutes. However, if the designated lactation room where such break will be taken is not close to an employee's work station, the provided break must be at least thirty minutes. An employee must be allowed to take a longer unpaid break if needed. Employees may also opt to take shorter unpaid breaks. Employees who work remotely have the same rights to unpaid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

#### *Making a Request to Express Breast Milk at Work*

If an employee wants to express breast milk at work, they need to give employers reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow employers the time to find an appropriate location and adjust schedules if needed. Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days. Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

#### *Lactation Room Requirements*

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. The space provided for breast milk expression cannot be a restroom or toilet stall.

The room or other location must:

- Be close to an employee's work area
- Provide good natural or artificial light
- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time.

Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering. In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace. Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible. Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.

#### *New York State Department of Labor Resources*

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, should contact the New York State Department of Labor's Division of Labor Standards. Call us at 1-888-52-LABOR, email us at [LSAsk@labor.ny.gov](mailto:LSAsk@labor.ny.gov), or visit the nearest Labor Standards office to personally file a complaint.

A list of our offices is available at [dol.ny.gov/location/contact-division-labor-standards](http://dol.ny.gov/location/contact-division-labor-standards). Complaints are confidential.

#### *Federal Resources*

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks

and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit [dol.gov/agencies/whd/pump-at-work](http://dol.gov/agencies/whd/pump-at-work).

Ref:

29 USC §218d (Breastfeeding Accommodations in the Workplace)

Labor Law §206-c

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **09.23**

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NYSSBA Sample Policy

## **Policy 4321.12 USE OF TIME OUT ROOMS, PHYSICAL RESTRAINTS AND AVERSIVES**

**(X) Required**

(x) Local

(x) Notice

current CV-S

The Board of Education recognizes that students with disabilities sometimes exhibit inappropriate behaviors that impede learning. As a result, students with disabilities may require unique approaches to discipline so that they can continue to benefit from their educational program. The Board further acknowledges that the use of aversive behavioral intervention, as defined in §19.5 of the Commissioner's regulations, is prohibited unless the district has followed the procedures outlined below to allow for their use in a child-specific case.

The use of a time out room, physical restraint or aversive intervention will be in conformance with a child's individual education program (IEP). Staff will adhere to federal and state statute and regulation in the administration of these measures.

For purposes of this policy, the term "parent" refers to parents, guardians, and persons in parental relation, as defined in Education Law §2.

### *Time Out Room*

A time out room is an area for a student to safely deescalate, regain control and prepare to meet expectations to return to the educational program. The room will only be used in conjunction with a behavioral intervention plan, as part the student's IEP, or when it is necessary to remove a student from a potentially dangerous situation in unanticipated situations that pose an immediate concern for the physical safety of a student or others. The room will provide a supervised area in order to facilitate self-control. The location, size and access to the time out room will be in conformance with applicable laws and regulations. The Director of Special Education/CSE Chair is responsible for the development and implementation of regulations covering the use of a time out room, as well as monitoring compliance with those regulations.

The Director of Special Education/CSE Chair will inform parents prior to the initiation of a behavioral intervention plan that will incorporate the use of a time out room. Upon request, parents will be shown the space that will be utilized. In addition, parents will be provided a copy of this policy and notified when their child is placed in the time out room as outlined in the "Parent Notification" section below.

### *Physical/Mechanical Restraint: Emergency Interventions*

Staff will not use physical or mechanical restraint as a substitute for systematic intervention to modify inappropriate behavior. Staff who may be called upon to physically/mechanically restrain a student will be trained on safe and effective ways to do so. Physical/mechanical restraint may be used in an emergency where no other approach would be effective in controlling the student's behavior.

During emergencies, immediate intervention by staff involving the use of reasonable physical force may be necessary, either to protect people or property from injury or damage, or to restrain or remove a student whose behavior is interfering with the orderly functioning of the school, if that student has refused to comply with a request to refrain from further disruptive acts.

The district will document the use of emergency interventions for each student. This will include the student's name and date of birth, the setting and location of the incident, the staff members involved, other persons involved, a description of the incident and the intervention used, the duration of the incident, a statement as to whether the student has a current behavioral intervention plan, and details of any injuries sustained by either the

student or others as a result of the incident. Documentation of emergency interventions will be reviewed by school supervisory personnel and, as necessary, the school nurse or other medical personnel. Parents will be notified of each incident of emergency intervention as outlined in the “Parent Notification” section below.

### *Parent Notification*

Pursuant to Education Law §4402(9), the Board is required to develop procedures for same-day parent notification of use of time out room or physical/mechanical restraint. Whenever a student is placed in a physical or mechanical restraint, or placed in a time out room, the Building Principal or designee will notify the parent on the same day that it occurs, via methods reasonably expected to reach parents (e.g., email, text, phone, apps, etc.).

Building Principals are responsible for establishing any building-level procedures necessary to implement this policy, and for working collaboratively with any school or program where resident students are receiving services pursuant to an IEP or individualized education services program (IESP). If the parent cannot be contacted (including if the district does not receive a response) after reasonable attempts are made, the Principal will record and report such attempts to the Committee on Special Education.

### *Equity*

The district will periodically examine data about the use of time out rooms and restraints. Such data will be disaggregated by school, grade level, and staff member, as well as by student race/ethnicity and sex/gender (and/or other relevant factors). The purpose of this examination is to determine whether students from any demographic group are disproportionately placed in time out rooms and restraints and how to reduce such disproportionality, and whether, where and for whom additional training, support and/or assistance is needed to reduce the use of such interventions.

### *Training*

Training for staff on the policies and procedures related to the use of time out rooms, physical restraint, aversives, and related behavior management practices, will be provided annually or as needed.

The Superintendent of Schools is responsible for implementation and oversight of this policy.

### Ref:

8 NYCRR §§19.5; 200.15; 200.22

Adoption date:

Revised date: February 16, 2023

Cherry Valley-Springfield Central School District



## Regulation 4321.12-R USE OF TIME OUT ROOMS REGULATION

A time out room is a supervised area for a student to safely deescalate, regain control and prepare to meet expectations to return to the educational program. Time out rooms may only be used when needed for unanticipated situations that pose an immediate concern for the physical safety of a student or others, or in conjunction with a behavioral intervention plan in a student's Individualized Education Program (IEP). The district's use of time out rooms will conform to applicable state regulations.

### 1. Physical requirements

Time out rooms will allow for continuous visual and auditory monitoring of the student. The room will be large enough to allow a student to move freely and lay down comfortably. Wall and floor coverings will be designed to prevent student injury where possible, and there will be adequate lighting and ventilation. The temperature of the room will be within the normal comfort range, and consistent with the rest of the building. The room will be clean and free of objects and fixtures that could be potentially dangerous to a student, and will meet all local fire and safety codes.

### 2. Monitoring, Observation and Supervision

School staff will continuously monitor the student in a time out room. The staff must be able to see and hear the student at all times.

### 3. Prohibition on Locks

Time out rooms or spaces will be unlocked, and the door must be able to be opened from the inside.

### 4. IEP Requirements

A student's IEP will specify when a behavioral intervention plan includes the use of a time out room for a student with a disability, including the maximum amount of time a student will need to be in a time out room as a behavioral consequence, as determined on an individual basis, in consideration of the student's age and individual needs. The behavioral intervention plan will be designed to teach and reinforce alternative appropriate behaviors.

### 5. Precipitating Factors

The factors that may lead to a student being temporarily placed in a time out room will depend on the particular student. Generally, time out rooms are to be used when a student needs to deescalate, regain control and prepare to meet expectations to return to the education program. Students in need of a time out room may be unable to control their actions, feel overwhelmed; or overstimulated, exhibit violent actions, or pose a danger to themselves or others.

### 6. Time Limitations

The amount of time a student may spend in a time out room will vary with the student's age, individual needs, behavioral intervention plan, and the specific circumstances. Students will spend only as much time in the time out room as is necessary for them to deescalate, regain control, return to their educational programs, or no longer pose a concern for the physical safety of themselves or others. Students will not be in a time out room for more than the maximum amount of time specified in their behavioral intervention plans. For emergency use, where a time out room is not specified in a student's behavioral intervention plan, but where such emergency use is not inconsistent with the student's IEP, the maximum time to be spent in a time out room is 30 minutes. Students who are not ready to return to the educational program after that period of time will be provided with further interventions consistent with their behavioral intervention plan or IEP, or actions reasonably calculated to assist them.

## 7. Staff Training

All staff authorized to place a student in a time out room will receive training on the procedures for placing a student in a time out room, including situations warranting use of a time out room, IEP requirements, continuous monitoring, time limitations, and data collection. Only trained staff authorized by the school principal may place a student in a time out room. Staff not authorized to place a student in a time out room will receive training on what to do and who to contact if a student is exhibiting behaviors indicating the need for use of the time out room.

## 8. Data Collection to Monitor Effectiveness

The district will document the use of time out rooms, and monitor the effectiveness of the use of time out rooms to decrease the behaviors that led to the use of the rooms. Such documentation will include a record for each student placed in a time out room. Each record will show, for each use of the time out room, the date, time, duration of stay, precipitating factors, staff members involved, and the student's behaviors/condition before, during and after use of the time out room. Copies of these records will be sent to the student's teachers, CSE chairperson, Director of Special Education, and Building Principal. Appropriate staff will meet regularly as needed to review the effectiveness of the time out room for each student placed in one. Building Principals will periodically report on the use and effectiveness of time out rooms to the Director of Special Education and Superintendent, who will report to the Board annually.

## 9. Parent Rights and Information

The district will inform parents (this term includes guardians and persons in parental relation) prior to the initiation of a behavioral intervention plan for their child which will incorporate the use of a time out room. Parents will be given the opportunity to see the physical space used as a time out room. Parents will be given a copy of the district's policy and regulation on time out rooms. The district will notify parents each time a student is placed in the time out room on that day, as described in policy [4321.12](#) and any applicable building-specific procedures.

Adoption date:

Revised date: February 16, 2023

Cherry Valley-Springfield Central School District

## **Policy 5300.55 CORPORAL PUNISHMENT**

Current CV-S

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any district employee is strictly forbidden.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

1. Protect oneself, another student, teacher or any person from physical injury.
2. Protect the property of the school or others.
3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to refrain from further disruptive acts.

The district will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

### **Ref:**

§ NYCRR §100.2(1)(3)

Rules of the Board of Regents §19.5

Cherry Valley-Springfield Central School District



## Policy 5605 VOTER REGISTRATION FOR STUDENTS

current CR-S

The Board of Education believes that getting young people involved in the election process helps to secure the future of democracy by preparing young people to be educated, engaged voters who have formed the habit of voting and contributing to civic life early.

In an effort to promote student voter registration, the Board directs the *superintendent, building principals or other designees* to offer all students who are at least 16 years old (but will not be 18 years old by the next election) the opportunity to register. These students must be otherwise qualified to register to vote. These pre-registrations will be automatically registered upon reaching the age of eligibility following verification of the person's qualifications and address.

Ref:

Election Law § 5-507

Adoption date:

Adoption Date: Classification: Revised Dates: **03.19**

Cherry Valley-Springfield Central School District



## Policy 6710 PURCHASING AUTHORITY

current CV-S

The Board of Education designates the Purchasing Agent for the school district. The Board shall formally designate the individual named as purchasing agent at the annual organizational meeting, which will be recorded in the minutes of that meeting. If the individual so named becomes unable to fulfill the duties during the course of the year, the Board will designate another purchasing agent at the next Board meeting. The Purchasing Agent will be responsible for administering all purchasing activities and ensuring the quality and quantity of purchases made by the district.

All purchases shall be made through the Purchasing Agent.

The Purchasing Agent is authorized to issue purchase orders without prior approval of the Board when formal bidding procedures are not required by law and budget appropriations are adequate to cover such obligations.

The Purchasing Agent shall be responsible for preparing all bid specifications and a statement of general bidding conditions to be included in every notice or invitation to bid. If there are questions concerning specifications, the Purchasing Agent will consult with the requisitioner to clarify the matter so as to ensure that the appropriate goods or services are obtained.

### Cross-ref:

2210, Board Organizational Meeting

6700, Purchasing

### Ref:

Education Law §1709(20-a)

Gen. Mun. Law §104-b(2)(f)

Adoption date: July 9, 2015

Cherry Valley-Springfield Central School District

