

**LONG BEACH PUBLIC SCHOOLS**  
**Long Beach, NY**

December 8, 2020

Ladies and Gentlemen:

The Long Beach Board of Education is the authorized state agency responsible for setting educational policy in the district. It consists of five trustees, each serving a three-year term. Board members pay school taxes at the regular rate and receive no salary or other financial compensation.

All meetings, except executive sessions, are held before the public. Members of the public may address the Board of Education on any specific agenda item during special time reserved for that purpose prior to Board discussion and action. The public may also address the Board of Education on any matter of concern at a second public session after the Board of Education completes agenda action items. Visitors should not address the Board in public relative to questions or comments regarding specific staff members or specific students. Such concerns should be brought to the attention of appropriate staff or to board members by telephone, in writing, or by scheduling a personal meeting, as appropriate to the circumstances

Visitors' comments will be limited to three (3) minutes for each agenda item upon which comment is made. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Please note that we are limiting the attendance of faculty and staff to allow for more opening for the public, since we are restricted to a gathering size of 50 people. Once we reach our maximum of 50, security personnel will prohibit any additional people from entering the auditorium.

Anyone attending the meeting should enter through the outside main auditorium doors and will be asked to sign in and complete a temperature and health screening document. Social distancing protocols will be adhered to.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION  
LONG BEACH PUBLIC SCHOOLS  
MIDDLE SCHOOL AUDITORIUM  
Tuesday, December 8, 2020**

**AGENDA**

**REGULAR MEETING**

**7:00 PM**

- I. Pledge of Allegiance/Call to Order/Opening Remarks – Board President
- II. Report of the Superintendent of Schools
  - Presentation: Literacy Pre-K-12
- III. Board of Education Comments
- IV. Student Organization Announcements
- V. Questions and Comments from the Public on Tonight’s Agenda Only
- VI. Approval of Minutes for Executive Session and Regular Meeting of November 10, 2020, Executive Session of November 19, 2020 and Executive Session of November 20, 2020
- VII. Treasurer’s Report for October 2020
- VIII. Presentations of the Superintendent
  1. Personnel Matters: Certificated
  2. Personnel Matters: Non-Certificated
  3. Adoption of Policy #6570 Remote Working
  4. First Reading of Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data
  5. Approval of Agreement
  6. Acceptance of Audit Report and Corrective Action Plan
  7. Approval of Deduct Change Order
  8. Approval of Budget Transfer
  9. Acceptance of Recommendations of CSE/CPSE
  10. Payment of Legal Bills: Legal Services
  11. Approval of Use of Schools Application
- IX. Board of Education – Additional New/Old Business if any
- X. Questions and Comments from the Public
- XI. Announcements:
  1. Long Beach Classroom Teachers’ Association
  2. Administrative, Supervisory and PPS Group
  3. LBSEA -Long Beach Schools Employees’ Association – Group C
  4. Parent/Teacher Association
- XII. Adjournment

## RESOLUTIONS

**BE IT RESOLVED THAT**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following personnel actions.

### I. CERTIFICATED PERSONNEL

#### (a) Resignation

Name: Jessica Cintron Cappelli  
Assign./Loc: Permanent Substitute Teacher/LBHS  
Effective Date: November 13, 2020 close of day

#### (b) Rescissions

Name: Patricia Fallon-Co Advisor for Math Team  
Effective Date: November 25, 2020

Name: Marino Bragino-Co Advisor for Jazz Band  
Effective Date: October 25, 2020-Return Date

#### (c) Leaves of Absence

Name: Randi Simon  
Assign./Loc. Special Education Teacher/Virtual  
Effective Dates: February 2, 2021-May 11, 2021  
Reason: Maternity/FMLA

Name: Dana Monti  
Assign./Loc. Elementary Teacher/Lido School  
Effective Dates: November 17, 2020-January 15, 2021 (on or about)  
Reason: Medical/FMLA

Name: Hillary Baltrusaitis  
Assign./Loc. Part Time Teacher Assistant/LBHS  
Effective Dates: November 24, 2020-June 30, 2021  
Reason: Personal

Name: Kylee Nicholls  
Assign./Loc. Elementary Teacher/Lido School  
Effective Dates: May 18, 2021-June 30, 2021  
Reason: Maternity

**I. CERTIFICATED PERSONNEL**

**(d) Amended Leaves of Absence**

Name: Tara Wesselhoft  
Assign./Loc: Physical Education Teacher/LBMS  
Effective Dates: September 1, 2020-June 30, 2021  
Original Dates: September 1, 2020-January 4, 2021  
Reason: Maternity

Name: Kaitlyn Moorhead  
Assign./Loc: Special Education Teacher/LBHS  
Effective Dates: September 1, 2020-April 15, 2021  
Original Dates: September 1, 2020-January 29, 2021  
Reason: Maternity/FMLA

**(e) Appointment: Probationary Assistant Business Manager**

Name: Debby Kerimian  
Assign./Loc: Probationary Assistant Business Manager/Business Office  
Certification: Professional School District Business Leader  
Effective Date: December 14, 2020  
End Date: December 13, 2024  
Tenure Date: December 14, 2024  
Tenure Area: Assistant Business Manager  
Salary Classification: \$138,000 per annum/pro-rated  
Reason: To replace Joyce Hanechak

**(f) Appointment: Regular Substitute Physical Education Teacher**

Name: Rocco Tenebruso  
Assign./Loc: Regular Substitute Physical Education Teacher/LBMS  
Certification: Initial Physical Education  
Salary Classification: MA/Step 3 (\$74,811 per annum)  
Effective Dates: January 22, 2021-June 30, 2021 (or earlier at the district's discretion)  
Tenure Area: Physical Education  
Reason: To replace Tara Wesselhoft

**I. CERTIFICATED PERSONNEL**

**(g) Appointment: Permanent Substitute Teacher**

Name: Christopher McGorty  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Social Studies 7-12- COVID 19 Emergency  
Students with Disabilities 7-12-Generalist-COVID 19  
Emergency  
Effective Dates: December 9, 2020-June 25, 2021 (or earlier at the district's  
discretion)  
Rate of Pay: \$227.12 (no medical insurance coverage)  
Reason: Annual appointment

**(h) Appointment: Part Time Drivers Education Instructor**

Name: Daniel Lerner  
Assign./Loc: Part Time Drivers Education Instructor/Virtual  
Certification: NYS DOMV-Drivers Education Instructor Certification  
Effective Dates: To be determined  
Salary Classification: \$76.76 per hour  
Reason: Annual-reappointment/afterschool program

**(i) Appointment Part Time Teacher Assistants 17.5 hours per week Start Date through June 25, 2021 (or earlier at the district's discretion).  
Rate according to contract-subject to negotiations.**

Name	Step	Rate	Location	Start date	Reason
Elizabeth D'Anna	4	20.12	Lido	12/9/2020	IEP

I. CERTIFICATED PERSONNEL

(j) **Appointment: Teachers for After School Tutoring Program 2020-2021 School Year-School Improvement Plan. Rate of Pay \$76.76 per hour-maximum 40 hours each**

Teacher Name	Subject
Julia Kolanovic	Algebra 1
Jennifer Papetti	Geometry
Michele D'Andrea	Algebra 2
K. Bloom/A. Glassberg	Living Environment
Meghan Grahlfs	Living Environment
L. Wolfin/J. Hall	Chemistry
Rachel Yousha Spitz	Physics
Calie Yousha	Earth Science
Maria Hartmann	English
Alison Caracciolo	Reading Support
Robin Gonzalez	Global History
Jonathan Bloom	US History
Gina Scafidi	World Language Level 3-Italian
Arls Digena	World Language Level 3-French
Aime Rivero	World Language Level 3-Spanish

(k) **Appointment: Teacher Mentor for the 2020/2021 school year-Stipend: \$1,200**

Stephanie Zimmerman

I. CERTIFICATED PERSONNEL

(l) The following Per Diem Substitute Teachers are recommended for approval for the 2020-2021 school year

NAME	CERTIFICATION AREA
Cheryl Carroll	Permanent Pre K-6 Permanent ESL Permanent Spanish 7-12
Jerry Redondo	Childhood Education 1-6-Emergency COVID 19
Frances Garcia	Initial Physical Education (pending)
Barbara Collins	Nurse

(m) **Recommendation for Appointment on Tenure** the staff member listed below is eligible for appointment on tenure in the area and on the date indicated. She has been found to be competent, efficient, and satisfactory in her total professional performance.

Name	Tenure Area	Date
Marisol Burgos	Teacher Assistant	1/3/2021

**II. NON CERTIFICATED PERSONNEL**

**(a) Resignation for the Purpose of Retirement**

Name: Jose Garcia  
Assign./Loc: Bus Driver/Transportation Department  
Effective Date: December 10, 2020 close of day

**(b) Resignation**

Name: Angela Capone Pignataro  
Assign./Loc: Part Time Bus Aide/Transportation Department  
Effective Date: November 16, 2020 close of day

**(c) Discontinuance**

Name: Rena Barsh Rudolph  
Assign./Loc: Part Time Teacher Aide/LBMS  
Effective Date: November 19, 2020 close of day

**(d) Leave of Absence**

Name: Annemarie Whelan  
Assign./Loc: Part Time Teacher Aide/Lindell School  
Effective Dates: January 1, 2021-March 12, 2021 (on or about)  
Reason: Maternity

**(e) Amended Leave of Absence**

Name: Jill Rehnback  
Assign./Loc: Data Specialist/LBMS  
Effective Dates: September 10, 2020-June 30, 2021  
Original Dates: September 10, 2020-January 29, 2021  
Reason: Medical



**II. NON CERTIFICATED PERSONNEL**

**(f) Appointment: Part Time School Bus Drivers (30 hours)**

Name: Henry Patino  
Assign./Loc.: Part Time Bus Driver-30 hours/Transportation  
Effective Date: December 14, 2020  
Probationary End Date: December 13, 2024  
Salary Classification: \$25,827 per annum-subject to negotiations  
Grade/Step: Grade II/Step 1  
Reason: To replace Nora Torres

Name: David Berke  
Assign./Loc.: Part Time Bus Driver-30 hours/Transportation  
Effective Date: December 14, 2020  
Probationary End Date: December 13, 2024  
Salary Classification: \$25,827 per annum-subject to negotiations  
Grade/Step: Grade II/Step 1  
Reason: To replace Susan Reminick

Name: Barbara Simon  
Assign./Loc.: Part Time Bus Driver-30 hours/Transportation  
Effective Date: December 14, 2020  
Probationary End Date: December 13, 2024  
Salary Classification: \$25,827 per annum-subject to negotiations  
Grade/Step: Grade II/Step 1  
Reason: To replace Danielle Preza

**(g) Completion of Probationary Appointment**

The staff member listed below has completed her probationary appointment and has received a satisfactory evaluation and is hereby recommended for permanent appointment.

Name: Ellen Stewart  
Assign./Loc.: Payroll Clerk/Business Office  
Effective Date: January 1, 2021

**(h) The following Per Diem Substitute is recommended for approval for the 2020-2021 school year.**

<b>Name</b>	<b>Position</b>
James Peppe	Cleaner

**3. ADOPTION OF POLICY #6570 REMOTE WORKING**

**4. FIRST READING OF POLICY #5676 PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

**5. APPROVAL OF AGREEMENT WITH DR. MONICA GEORGE-FIELDS OF REACH, LLC EDUCATIONAL SOLUTIONS**

**WHEREAS**, the Long Beach City School District ("District") desires to enter into an agreement with Dr. Monica George-Fields of REACH, LLC Educational Solutions to provide assistance in the creation of the SCEP (School Comprehensive Education Plan) in collaboration with teachers, administrators, students and families for the 2020-2021 school year;

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the agreement with Dr. Monica George-Fields of REACH, LLC Educational Solutions in the amount of \$51,960.00 (grant funded) for assistance in creation of the SCEP for the 2020-2021 school year;

**6. ACCEPTANCE OF AUDIT REPORT AND CORRECTIVE ACTION PLAN**

**BE IT RESOLVED**, that the Board of Education of the Long Beach City School District, based on the recommendation of the District's Audit Committee, accepts the Audit Report and Management Letter for the year ended June 30, 2020 as presented by the District's independent external auditor, Jill Sanders, approves the Corrective Action Plan and authorizes and directs the Administration to implement the Corrective Action Plan.

**BE IT FURTHER RESOLVED**, that the Board of Education hereby directs the District Clerk to file a certified copy of this resolution and the District's Corrective Action Plan with the Commissioner of Education and the Office of the State Comptroller.

**7. APPROVAL OF DEDUCT CHANGE ORDER #1 WITH IRWIN CONTRACTING, INC.**

**WHEREAS**, the Long Beach City School District ("District") has engaged Irwin Contracting, Inc. for cafeteria security wall work at Long Beach High School pursuant to a contract dated March 10, 2020; and

**WHEREAS**, the District's architect recommends modification to the existing contract to furnish and install fire rated, shooter attack certified glass in existing doorways in the amount of \$14,959.00 and install framing and sheetrock where the connected aluminum framed window sections had voids, in lieu of ceramic tile, in the amount of \$4,365.00 as well as an unused allowance of \$20,000.00, for a credit in the amount of \$676.00; and

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Deduct Change Order #1 to the contract with Irwin Contracting, Inc. for the decrease in cost of \$676.00; and

**BE IT FURTHER RESOLVED**, that the Board of Education authorizes the Assistant Superintendent for Finance and Operations to execute Deduct Change Order #1 to the contract with Irwin Contracting, Inc. on its behalf.

**8. APPROVAL OF BUDGET TRANSFER**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves a transfer in the amount of \$ 310,000.00 to the Special Education Related Services code from the Special Education Tuition for Non- Public Schools code to cover the cost of Special Education Related Services for the 2020-21 school year.

**9. ACCEPTANCE OF RECOMMENDATIONS FROM THE COMMITTEE ON PRE-SCHOOL SPECIAL EDUCATION AND COMMITTEE ON SPECIAL EDUCATION**

**10. PAYMENT OF LEGAL BILLS: LEGAL SERVICES**

**A) THOMAS M. VOLZ, PLLC**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$713.00 to Thomas M. Volz, PLLC for legal services for the period of October 6 through October 20, 2020.

**11. APPROVAL OF USE OF SCHOOLS APPLICATION**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the use of schools as attached, not to conflict with District events. However, please note that events may have to be modified and/or rescheduled based on building schedule.

**APPLICATIONS FOR USE OF SCHOOLS**

<u>Organization</u>	<u>Purpose</u>	<u>Facility Requested</u>	<u>Date Requested</u>
QC SCUBA	SCUBA Training	Long Beach High School Pool	November 12, 2020 Thursday 10:00am – 2:00pm

## Personnel

**SUBJECT: REMOTE WORKING**

The District believes that its goals and objectives are best served when employees work in-person on District premises. However, the District recognizes that, in certain circumstances, remote working or telecommuting may be advantageous to both the employee and the District. It may also be necessary in the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation.

Extraordinary Circumstances

In the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation, it may be necessary to establish remote working arrangements for some or all employees. In these circumstances, the District will notify employees as to whether they are expected to work at home full-time, part-time, or not at all. The District retains the right to change the remote working arrangement for any employee at any time unless it is inconsistent with the collective bargaining agreement or any other prior agreements.

**Continuity of Work**

Unless specifically agreed upon with the collective bargaining agent, working remotely will not alter an employee's work schedule, job duties, compensation, benefits, or any other term and condition of employment. Further, while working remotely, employees will be required to remain available during their normal workhours via email, phone, or other means. Failure to respond in a reasonable time frame may result in discipline and/or termination of the remote work arrangement.

Compliance with District Policies and Procedures

District employees who are working remotely are required to comply with any and all applicable District policies, procedures, and other related documents as they normally would if they were working on District premises. Examples include, but are not limited to, District's policies and procedures on non-discrimination and anti-harassment, protecting the personal information of District employees and students, acceptable use, and copyright. Engaging in prohibited conduct may result in disciplinary action as warranted.

First Reading: October 13, 2020

Second Reading: November 10, 2020

Adoption Date: December 8, 2020

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of Education Law Section 2-d and its implementing regulations, as well as to align the District's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

**Definitions**

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

- 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) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- d) "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.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not 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.
- 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 USC Section 1232g and 34 CFR Part 99, respectively.
- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
- i) "Eligible student" means a student who is eighteen years or older.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

- 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 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR 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). A copy of the NIST Cybersecurity Framework 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 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "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 Sections 3012-c and 3012-d.
- s) "Third-party 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 the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will 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 Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.
- t) "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.

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)****Data Collection Transparency and Restrictions**

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

- a) 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 another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, the District will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;
- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

**Chief Privacy Officer**

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The Chief Privacy Officer has the power, among others, to:

- a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and/or process PII; and
- b) Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

**Data Protection Officer**

The District has designated a District employee to serve as the District's Data Protection Officer. \*The Data Protection Officer for the District is:

Patrick Kile-Rendon

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities. Additionally, some aspects of this role may be outsourced to a provider such as a BOCES, to the extent available.

**District Data Privacy and Security Standards**

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- a) Describe their current cybersecurity posture;
- b) Describe their target state for cybersecurity;
- c) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- d) Assess progress toward the target state; and
- e) Communicate among internal and external stakeholders about cybersecurity risk.

(Continued)



**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

The District will protect the privacy of PII by:

- a) Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:
  1. Improve academic achievement;
  2. Empower parents and students with information; and/or
  3. Advance efficient and effective school operations.
- b) Not including PII in public reports or other public documents.

The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

**Third-Party Contractors**District Responsibilities

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;

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Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

- e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
- f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
  - 1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
  - 2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;

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Non-Instructional/Business  
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

- g) Use encryption to protect PII in its custody while in motion or at rest; and
- h) 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 another party to do so.

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

Cooperative Educational Services through a BOCES

The District may not be required to enter into a separate contract or data sharing and confidentiality agreement with a third-party contractor that will receive student data or teacher or principal data from the District under all circumstances.

For example, the District may not need its own contract or agreement where:

- a) It has entered into a cooperative educational service agreement (CoSer) with a BOCES that includes use of a third-party contractor's product or service; and
- b) That BOCES has entered into a contract or data sharing and confidentiality agreement with the third-party contractor, pursuant to Education Law Section 2-d and its implementing regulations, that is applicable to the District's use of the product or service under that CoSer.

To meet its obligations whenever student data or teacher or principal data from the District is received by a third-party contractor pursuant to a CoSer, the District will consult with the BOCES to, among other things:

- a) Ensure there is a contract or data sharing and confidentiality agreement pursuant to Education Law Section 2-d and its implementing regulations in place that would specifically govern the District's use of a third-party contractor's product or service under a particular CoSer;
- b) Determine procedures for including supplemental information about any applicable contracts or data sharing and confidentiality agreements that a BOCES has entered into with a third-party contractor in its Parents' Bill of Rights for Data Privacy and Security;
- c) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or principals about any breach or unauthorized release of PII that a third-party contractor has received from the District pursuant to a BOCES contract; and
- d) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the District receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the District pursuant to a BOCES contract.

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Education Law Section 2-d and its implementing regulations.

District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

The District has developed and implemented procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

**Parents' Bill of Rights for Data Privacy and Security**

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The District's Bill of Rights will state in clear and plain English terms that:

- a) A student's PII cannot be sold or released for any commercial purposes;
- b) Parents have the right to inspect and review the complete contents of their child's education record;
- c) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- d) A complete list of all student data elements collected by the state is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and
- e) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.

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The Bill of Rights will also include supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District. The supplemental information must be developed by the District and include the following information:

- a) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- b) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- c) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- d) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- f) Address how the data will be protected using encryption while in motion and at rest.

The District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

**Right of Parents and Eligible Students to Inspect and Review Students' Education Records**

Consistent with the obligations of the District under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the District in a manner prescribed by the District.

The District will ensure that only authorized individuals are able to inspect and review student data. To that end, the District will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

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**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

Requests by a parent or eligible student for access to a student's education records must be directed to the District and not to a third-party contractor. The District may require that requests to inspect and review education records be made in writing.

The District will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the District through its annual FERPA notice. A notice separate from the District's annual FERPA notice is not required.

The District will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The District may provide the records to a parent or eligible student electronically, if the parent consents. The District must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible student are electronically transmitted.

**Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data**

The District will inform parents, through its Parents' Bill of Rights for Data Privacy and Security, that they have the right to submit complaints about possible breaches of student data to the Chief Privacy Officer at NYSED. In addition, the District has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the District about breaches or unauthorized releases of student data and/or teacher or principal data:

- a) All complaints must be submitted to the District's Data Protection Officer in writing.
- b) Upon receipt of a complaint, the District will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
- c) Following the investigation of a submitted complaint, the District will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the District.
- d) If the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other District staff.

The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

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Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND  
PRINCIPAL DATA (Cont'd.)****Reporting a Breach or Unauthorized Release**

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than ten calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

**Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer**

The Chief Privacy Officer is required to investigate reports of breaches or unauthorized releases of student data or teacher or principal data by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, District policy, and/or any binding contractual obligations, the Chief Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than 30 days to submit a written response.

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If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer will be authorized to:

- a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years;
- b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years;
- c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offeror on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; and/or
- d) Require the third-party contractor to provide additional training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.

If the Chief Privacy Officer determines that the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done without intent, knowledge, recklessness, or gross negligence, the Chief Privacy Officer may make a recommendation to the Commissioner that no penalty be issued to the third-party contractor.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

**Notification of a Breach or Unauthorized Release**

The District will notify affected parents, eligible students, teachers, and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release of PII by the District or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would

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interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, the District will notify parents, eligible students, teachers, and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a) A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- b) A description of the types of PII affected;
- c) An estimate of the number of records affected;
- d) A brief description of the District's investigation or plan to investigate; and
- e) Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the District for the full cost of this notification.

**Annual Data Privacy and Security Training**

The District will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. The District may deliver this training using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

**Notification of Policy**

The District will publish this policy on its website and provide notice of the policy to all its officers and staff.

Education Law § 2-d  
8 NYCRR Part 121

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Adoption: