

LONG BEACH PUBLIC SCHOOLS
Long Beach, NY

January 12, 2021

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.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION
LONG BEACH PUBLIC SCHOOLS
AUDIO – PHONE IN
DIAL-IN NUMBER (425) 436-6390
ACCESS CODE: 899201
Tuesday, January 12, 2021**

REGULAR MEETING

AGENDA

7:00 PM

1. Pledge of Allegiance/Call to Order/Opening Remarks – Board President
2. Report of the Superintendent of Schools
 - Presentation: Capital Projects
3. Board of Education Comments
4. Student Organization Announcements
5. Questions and Comments from the Public on Tonight’s Agenda Only
6. Approval of Minutes for Executive Session and Regular Meeting of December 8, 2020, and Executive Session of December 14, 2020
7. Treasurer’s Report for November 2020
8. Presentations of the Superintendent
 1. Personnel Matters: Certificated
 2. Personnel Matters: Non-Certificated
 3. Adoption of Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data
 4. First Reading of Policy #5250 Sale and Disposal of District Personal Property
 5. First Reading of Policy #5674 Data Networks and Security Access
 6. Approval of Change Order – Long Beach High School Bulkhead Project
 7. Approval of Funding of Change Order from Undesignated Fund Balance
 8. Award of Bid – Roof Replacement
 9. Rejection of Bid– Boiler Replacement
 10. Approval of District Application for CARES Act Grant Funding
 11. Acceptance of Recommendations of CSE/CPSE
 12. Payment of Legal Bills: Legal Services
9. Board of Education – Additional New/Old Business if any
10. Questions and Comments from the Public
11. 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
12. 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 for the Purpose of Retirement

Name: Cheryleann Fontenot
Assign./Loc. Special Education Teacher/West School
Effective Dates: June 30, 2021

Name: Sharon Weiss
Assign./Loc. Assistant Principal/Lido School
Effective Dates: June 30, 2021

Name: John Skudin
Assign./Loc. Physical Education Teacher/High School
Effective Dates: January 28, 2021

Name: Michelle Duggan
Assign./Loc. Science Teacher/High School
Effective Dates: June 30, 2021

Name: Adriane Glassberg
Assign./Loc. Special Education Teacher/High School
Effective Dates: June 30, 2021

(b) Resignation

Name: Catherine Baron
Assign./Loc. Part Time Teacher Assistant/LBMS
Effective Dates: January 8, 2021 (close of day)

(c) Leaves of Absence

Name: Panagiota India
Assign./Loc. Speech and Hearing Handicapped Teacher/Lindell School
Effective Dates: January 20, 2021-June 30, 2021 (On or about)
Reason: Maternity

Name: Amanda Bernstein
Assign./Loc. Special Education Teacher/LBMS
Effective Dates: June 10, 2021-June 30, 2021
Reason: Maternity/FMLA (on or about)

I. CERTIFICATED PERSONNEL

(c) Leaves of Absence continued:

Name: Katie Duguay
Assign./Loc. Special Education Teacher/East School
Effective Dates: January 17, 2021-April 27, 2021 (on or about)
Reason: Maternity/FMLA

Name: Elizabeth Levin
Assign./Loc. Social Studies Teacher/High School
Effective Dates: February 15, 2021-May 10, 2021
Reason: Maternity/FMLA (on or about)

Name: Nicole Albani
Assign./Loc. Music Teacher/High School
Effective Dates: April 24, 2021-June 30, 2021 (on or about)
Reason: Maternity/FMLA

Name: Christina Franceschini
Assign./Loc. Part Time Teacher Assistant/Lindell School
Effective Dates: February 1, 2021-May 21, 2021
Reason: Educational

Name: Yasmin Kleinberg
Assign./Loc. Part Time Teacher Assistant/LBHS
Effective Dates: December 18, 2020—January 10, 2021
Reason: Medical

Name: Patricia Basso-Muirhead
Assign./Loc: Teacher Assistant/Lindell
Effective Dates: January 7, 2021-June 30, 2021 (or earlier at the district's discretion)
Reason: Medical

Name: Tova Markowitz
Assign./Loc: Reading Teacher/Lido School
Effective Dates: February 9, 2021-March 23, 2021 (or earlier at the district's discretion)
Reason: Medical/FMLA

I. CERTIFICATED PERSONNEL

(d) Amended Leaves of Absence

Name: Ashley Monastero
Assign./Loc.: Special Education Teacher/LBHS
Effective Dates: September 7, 2020-April 15, 2021
Original Dates: September 7, 2020-January 22, 2021 (on or about)
Reason: Maternity/FMLA

(e) Appointment: Permanent Substitute Teachers

1. Name: Jenette Impagliazzo
Assign./Loc.: Permanent Substitute Teacher/LBMS
Certification: Permanent Pre K-6
Permanent Reading
Effective Dates: January 13, 2021-June 30, 2021 (or earlier at the district's discretion)
Rate of Pay: \$171.09 (family medical insurance coverage)
Reason: Annual appointment

2. Name: Linda Galeano
Assign./Loc.: Permanent Substitute Teacher/LBMS
Certification: Spanish 7-12 COVID-Emergency
Effective Dates: January 13, 2021-June 30, 2021 (or earlier at the district's discretion)
Rate of Pay: \$227.12 (no medical insurance coverage)
Reason: Annual appointment

(f) Appointment: Interscholastic Coach for the Winter 2021

Position	Coach	Stipend
Assistant Gymnastics <i>*rescind Donagh O'Grady</i>	Dakota Ejnes	\$5,326

(g) Appointment: Extended Essay Mentors for International Baccalaureate Diploma Program effective 2020-2021 school year-Rate of Pay \$57.77 per hour

Anthony Balsamo	Christine Graham	Andrew Rossi
Jonathan Bloom	Jordan Hue	Samantha Silverman
Karen Bloom	Rachell Koegel	Kristin Susko
Lisa Casey	Blake Malizia	Christianne Vella
Ryan Connolly	Cody Onufrock	Toni Weiss
Michelle D'Andrea	Jeanne O'Shea-Saroka	
Tamara Filloramo	Brian Petschauer	

I. CERTIFICATED PERSONNEL

- (h) Approval of Applications for Participation in Study Programs-Winter/Spring 2020/2021-The following Group A staff members have applied for funding for coursework as indicated under the appropriate provision of their contract. Recommend approval of the tuition/fees.**

Name	\$Allocation	Name	\$Allocation
Gina Patronaggio	575	Elizabeth O'Brien	1750
Jason Pearl	404	Matthew Jones	1750
Christina Farrell	1750	Nilka McDonald	270
Timothy Cabasino	646	Jennifer Garrett	1750
Jacqueline Nyman	900	Shannon Ambury	944
Kaitlin Smith	1750	Ama Darkeh	1750
Kristen Ford	560	Cornelius Campbell	1750
Ashley Garry	328	Justin Sulsky	1750

- (i) Approval of Applications for Participation in Study Programs-Winter/Spring 2020/2021-The following Group B staff member has applied for funding for coursework as indicated under the appropriate provision of their contract. Recommend approval of the tuition/fees.**

Name	Allocation
Jeffrey Myers	3,500

- (j) The following Short Term Substitute Teachers are recommended for approval for the 2020-2021 school year-rate of pay \$224.87 per day.**

NAME	CERTIFICATION AREA
Matthew Stephan	Initial Social Studies 7-12

I. CERTIFICATED PERSONNEL

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

NAME	CERTIFICATION AREA
Dakota Ejnes	Initial Physical Education (pending)
Nikki Pulgrano	Initial Social Studies (pending)
Gabrielle Abate	Initial Mathematics 7-12 (pending)
Ashley Blatus	COVID Childhood 1-6 (pending)
	COVID Students with Disabilities 1-6 (pending)
David Zuckerman	Initial Physical Education (pending)
William Muirhead	Permanent Physical Education

(l) MEMORANDUM OF AGREEMENT: LONG BEACH PUBLIC SCHOOLS AND THE LONG BEACH CLASSROOM TEACHERS ASSOCIATION

BE IT RESOLVED, the Board of Education approves the Memorandum of Agreement between the negotiating representatives of the Long Beach Public Schools and the Long Beach Classroom Teachers Association, 1/12/2021

II. NON CERTIFICATED PERSONNEL

(a) Resignations for the Purpose of Retirement

Name: Mark Demerest
Assign./Loc. Bus Driver/Transportation Department
Effective Dates: June 30, 2021

Name: Patricia Goumas
Assign./Loc. Purchasing Agent/Business Office
Effective Dates: June 30, 2021

Name: Eugene Atsalis
Assign./Loc. Full Time Cook/Middle School
Effective Dates: June 30, 2021

Name: Marianthi Psilakis
Assign./Loc. Full Time Food Service Worker/Middle School
Effective Dates: June 30, 2021

Name: Humberto Martinez
Assign./Loc. Bus Driver/Transportation Department
Effective Dates: June 30, 2021

(b) Resignations

Name: Christine Cilla
Assign./Loc. Bus Driver/Transportation Department
Effective Date: January 12, 2021 close of day

Name: Karen Feliciano
Assign./Loc. Bus Aide/Transportation Department
Effective Date: January 8, 2021 close of day

(c) Leave of Absence

Name: Diane Harris
Assign./Loc. Bus Driver/Transportation Department
Effective Dates: January 15, 2021-January 25, 2021 (on or about)
Reason: Medical

Name: Mohsin Mirza
Assign./Loc. Teacher Aide/Middle School
Effective Dates: January 4, 2021-January 25, 2021 (on or about)
Reason: Personal

II. NON CERTIFICATED PERSONNEL

(d) Change in Work Hours

Name: Juan Genao
Assign./Loc.: Bus Driver 40 hours/Transportation Department
Effective Dates: January 13, 2021
Reason: To replace Jose Garcia
Comment: Was 30 hour driver

Name: Daisy Amely
Assign./Loc.: Part Time Bus Aide 30 Hours/Transportation Department
Effective Dates: January 13, 2021
Reason: To meet a district need
Comment: Was a 18.75 hour bus aide

Name: Paula Mejia
Assign./Loc.: Part Time Bus Aide 30 Hours/Transportation Department
Effective Dates: January 19, 2021
Reason: To meet a district need
Comment: Was a 18.75 hour bus aide

(e) Appointment: Probationary General Mechanic/Carpenter – 12 months

Name: Kevin Brand
Assign./Loc.: Probationary General Mechanic/Carpenter
Effective Date: January 19, 2021
Probationary End Date: January 18, 2025
Salary Classification: \$52,129* per annum *subject to negotiations
Grade/Step: Grade IV/ Step 1
Reason: To replace Matthew Taylor

(f) Appointment Part Time Aides 17.5 hours per week Start Date through June 25, 2021 (or earlier at the district's discretion). Rate according to contract.

Name	Building	Step	Hourly Rate*subject to negotiations	Reason	Start Date
Jack Bade	High School	1	16.67	CSE	1/13/2021
Tiffany Canner	Lindell	1	16.67	COVID	1/13/2021

3. **ADOPTION OF POLICY #5676 PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**
4. **FIRST READING OF POLICY #5250 SALE AND DISPOSAL OF DISTRICT PERSONAL PROPERTY**
5. **FIRST READING OF POLICY #5674 DATA NETWORKS AND SECURITY ACCESS**
6. **APPROVAL OF CHANGE ORDER – LONG BEACH HIGH SCHOOL BULKHEAD PROJECT**

WHEREAS, the Long Beach City School District (“District”) has engaged Woodstock Construction Group, Ltd. for bulkhead work at Long Beach High School pursuant to contract #28-03-00-01-0-011-046; and

WHEREAS, the District’s architect recommends modification to the existing contract to perform additional work not part of the original contract #28-03-00-01-0-011-046 as follows:

A. Drilling through existing Concrete Bulkhead for Tie Back System

Item 1A Laborer \$150/hour	
5 Laborers/16days/8hrs per day/640hrs x \$150/per hour	\$96,000
Credit (Man Hours Proposed for Installation)	
2 Laborers/4 Days/8 hrs per day/64 hrs X \$150/per hour	(\$9,600.00)
Misc. Material (Drills, Drill Bits, etc.)	\$5,000.00

B. Borrow Fill Between Bulkhead Walls

Item 26A Borrow Fill \$25/per cy	
1500cy x \$25/per cy	\$37,500.00
Item 1A Laborer \$150/per hour	
3 Laborers / 3 days / 8hrs per day/ 72hrs x \$150/per hr	\$10,800.00
Item 1C Operator \$150/per hr	
1 Operator / 3 days / 8hrs per day/ 24 hrs x \$150/per hr	<u>\$3,600.00</u>

GRAND TOTAL FOR CHANGE ORDER **\$143,300.00**

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #1 to the contract # 28-03-00-01-0-011-046 with Woodstock Construction Group, Ltd. for the increase in cost of \$143,300.00; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Assistant Superintendent for Finance and Operations to execute Change Order #1 to the contract with Woodstock Construction Group, Ltd. on its behalf.

7. APPROVAL OF FUNDING OF CHANGE ORDER FROM UNDESIGNATED FUND BALANCE

WHEREAS, the Long Beach City School District has undertaken a Bulkhead Reconstruction and Site Improvement project to reconstruct and replace the existing bulkhead on the site of the Long Beach High School ("Project") and has contracted with Woodstock Construction Group, Ltd. for that purpose at a cost of \$1,750,840.00, which amount has been heretofore approved by District voters; and

WHEREAS, after commencement of the Project, an inspection of the existing bulkhead has revealed the presence of a concrete wall behind the existing steel bulkhead structure, which is an unforeseen and unanticipated condition requiring additional work to safely complete the Project, prevent further erosion of school property, and maintain a safe environment for students and staff on school grounds; and

WHEREAS, based on the recommendation of the District's architect, this unforeseen and unanticipated condition requires additional change order work in the amount of \$143,300 to safely complete the necessary bulkhead reconstruction and replacement work ("Change Order"), which exceeds the voter-approved cost by \$143,300.00; now, therefore,

BE IT RESOLVED, that the Board of Education of the Long Beach City School District declares that the Change Order constitutes an unforeseen and unanticipated ordinary contingent expense which is essential for the protection of the health and safety of students and staff and for the protection and preservation of school district property, and hereby approves the Change Order and directs and authorizes the administration to take immediate action to address these problems, including the purchase of supplies, material or equipment reasonably necessary or appropriate to carry out the Change Order in accordance with this resolution; and be it further

RESOLVED, that the Board of Education hereby authorizes an increase to the 2020-21 General Fund Budget in an amount not to exceed \$143,300.00 from the General Fund's unassigned fund balance, to be used to fund the Change Order as an unforeseen and unanticipated ordinary contingent expense necessary to ensure the health and safety of students and staff and for the protection and preservation of school district property, which amount shall be transferred to the appropriate line item expenditure code(s) within the voter approved 2020-21 budget; and be it further

RESOLVED, that the Board of Education hereby authorized the Board President and Superintendent and the Assistant Superintendent for Finance and Operations to execute the Change Order on behalf of the Board of Education.

8. AWARD OF BID – ROOF REPLACEMENT LIDO MIDDLE SCHOOL

WHEREAS, the District placed a legal notice advertising a bid for Roof Replacement at the Long Beach Middle School in the official district papers on December 17, 2020, and provided bid documents to Awe Incorporated, Proton Construction, Seabreeze General Contracting, Total

Construction, Milcon, Entree Corporation and GTS; and

WHEREAS, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Roof Replacement at Long Beach Middle School which bids were opened publicly on January 6, 2021; and

WHEREAS, Milcon was the lowest priced responsible bidder, see below, on the Roof Replacement at the Long Beach Middle School Bid;

ROOF REPLACEMENT BID – Opened 1/6/2021 @11:00AM	
Contractor	Bid Amount
Awe Incorporated	\$1,298,304
Seabreeze General Contracting	\$ 650,000
Entree Corporation	\$ 575,000
Proton Construction	\$ 548,000
GTS	\$ 495,000
Milcon	\$ 354,000

THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Milcon was the lowest priced responsible bidder on the Roof Replacement at the Long Beach Middle School and approves the award of the Roof Replacement contract to Milcon, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

9. REJECTION OF BID – BOILER REPLACEMENT LIDO MIDDLE SCHOOL

WHEREAS, the Board of Education of the Long Beach City School District received and opened bids for a Boiler Replacement contract (“Project”); and

WHEREAS, it has been determined and recommended, after review by the District’s Architect and the Assistant Superintendent for Finance and Operations, that there is sufficient and appropriate cause to reject all bids received in connection with said Project and to re-advertise for bids, in the best interest of the District; now, therefore

BE IT RESOLVED that, upon the foregoing recommendation, the Board hereby rejects all bids received for said Project, and directs the District’s Business Office and Architect to re-advertise for bids and/or procure services in connection with said Project by alternate means, in accordance with Section 103 of the General Municipal Law.

10. APPROVAL OF DISTRICT APPLICATION WITH TOWN OF HEMPSTEAD FOR CARES ACT GRANT FUNDING

BE IT RESOLVED, that the Board of Education of the Long Beach City School District approves the District’s application for CARES Act Grant funding provided by the Town of Hempstead and the “Grant of Funds Agreement” with the Town of Hempstead, for reimbursement in the amount of \$150,000 for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as defined in Title V of the CARES Act, and authorizes the President of the Board of Education to sign the “Grant of Funds Agreement” on behalf of the District and the “Town of Hempstead Claim Form” seeking reimbursement for COVID-19 related expenditures and acknowledges that these expenditures have not been submitted for reimbursement to any other entity.

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

12. PAYMENT OF LEGAL BILLS: LEGAL SERVICES

A) FRAZER & FELDMAN, LLP

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$904.13 to Frazer & Feldman for legal services for Transportation Service Contracts for the period of September 1, 2020 through October 31, 2020; \$16,874.71 for professional services for the period of September 1, 2020 through September 30, 2020; \$13,421.35 for professional services for the period of October 1, 202 through October 31, 2020; \$3033.00 for the monthly retainer services for the period of December 1, 2020 through December 31, 2020; and \$3033.00 for the monthly retainer services for the period of January 1, 2021 through January 31, 2021.

B) 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 \$575.00 to Thomas M. Volz, PLLC for legal services for the period of November 23, 2020 through November 24, 2020; \$3333.33 for the monthly retainer services for the period of December 1, 2020 through December 31, 2020; and \$3333.33 for the monthly retainer services for the period of January 1, 2021 through January 31, 2021.

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.

(Continued)

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 Kiley-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 ContractorsDistrict 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;

(Continued)

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;

(Continued)

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.

(Continued)

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

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.

(Continued)

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

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

(Continued)

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

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

First Reading: December 8, 2020
Second Reading: Waived
Adoption: January 12, 2021

SUBJECT: SALE AND DISPOSAL OF DISTRICT PROPERTY**Sale of School Property**

No school property will be sold without prior approval of the Board. However, the responsibility for these sales may be delegated. The net proceeds from the sale of school property will be deposited in the General Fund.

Disposal of District Personal PropertyEquipment

District equipment that is obsolete, surplus, or unusable by the District will be disposed of in such a manner that is advantageous to the District.

The Superintendent will be responsible for selling the equipment in such a way so as to maximize the net proceeds of sale. If it is determined that the equipment has no resale value, or attempts to sell have not produced an adequate return, the Superintendent or designee may dispose of the equipment in any manner which he or she deems appropriate. Destruction of any equipment will follow district protocols in order to safeguard private data.

Textbooks

Textbooks may lose their value to the educational program because of changes in the curriculum or because they contain outdated material or are in poor condition. If textbooks are no longer useful or usable, the procedures for disposal will adhere to the following order of preference:

- a) Sale of textbooks. If reasonable attempts to dispose of surplus textbooks fail to produce monetary return to the District; then
- b) Donation to charitable organizations; or
- c) Recycle through appropriate means.

Education Law §§ 1604(4), 1604(30), 1604(36), 1709(9), 1709(11), 2503, 2511, and 2512
General Municipal Law §§ 51 and 800, et seq.

First Reading: January 12, 2020

Second Reading:

Adoption Date:

SUBJECT: DATA NETWORKS AND SECURITY ACCESS

The District values the protection of private information of individuals in accordance with applicable law, regulations, and best practice. Accordingly, District officials and Information Technology (IT) staff will plan, implement, and monitor IT security mechanisms, procedures, and technologies necessary to prevent improper or illegal disclosure, modification, or denial of sensitive information in the District Computer System (DCS). Similarly, IT mechanisms and procedures will also be implemented in order to safeguard District technology resources, including computer hardware and software. District network administrators may review District computers to maintain system integrity and to ensure that individuals are using the system responsibly. Users should not expect that anything stored on school computers or networks will be private.

In order to achieve the objectives of this policy, the Board entrusts the Superintendent or designee to:

- a) Inventory and classify personal, private, and sensitive information on the DCS to protect the confidentiality, integrity, and availability of information;
- b) Develop password standards for all users including, but not limited to, how to create passwords and how often passwords should be changed by users to ensure security of the DCS;
- c) Ensure that the "audit trail" function is enabled within the District's network operating system, which will allow the District to determine on a constant basis who is accessing the DCS, and establish procedures for periodically reviewing audit trails;
- d) Develop procedures to control physical access to computer facilities, data rooms, systems, networks, and data to only authorized individuals; these procedures may include ensuring that server rooms remain locked at all times and the recording of arrival and departure dates and times of employees and visitors to and from the server room;
- e) Establish procedures for tagging new purchases as they occur, relocating assets, updating the inventory list, performing periodic physical inventories, and investigating any differences in an effort to prevent unauthorized and/or malicious access to these assets;
- f) Periodically grant, change, and terminate user access rights to the overall networked computer system and to specific software applications and ensure that users are given access based on, and necessary for, their job duties;
- g) Limit user access to the vendor master file, which contains a list of vendors from which District employees are permitted to purchase goods and services, to only the individual who is responsible for making changes to this list, and ensure that all former employees' access rights to the vendor master list are promptly removed;

(Continued)

SUBJECT: DATA NETWORKS AND SECURITY ACCESS (Cont'd.)

- h) Determine how, and to whom, remote VPN access should be granted, obtain written agreements, as appropriate, and monitor and control remote access;
- i) Verify that laptop computer systems assigned to teachers and administrators use full-disk encryption software to protect against loss of sensitive data;
- j) Deploy software to servers and workstations to identify and eradicate malicious software attacks such as viruses and malware;
- k) Maintain a disaster recovery plan appropriate for the size and complexity of District IT operations to ensure continuous critical IT services in the event of any sudden, catastrophic event, including, but not limited to fire, computer virus, or deliberate or inadvertent employee action.

First Reading: January 12, 20201
Second Reading:
Adoption Date

Future Capital Projects

Board of Education Meeting
January 12, 2021

Overview

- In the slides that follow, we present projects by building for consideration
- The list of projects are based on needs identified by our school community including staff, students and parents
- Every five years, the district is required to complete a building condition survey [BCS] pursuant to state regulations
- The BCS highlights areas of need, and helps us formulate priorities

Overview

- The district has just completed its new BCS, and the following list of projects incorporates some of the needs identified through that process while other needs will become clearer as the report is finalized
- The presentation also suggests strategies for funding the capital projects identified and other projects that may be considered at a later date
- This presentation is the beginning of our discussions regarding our long-term capital plan

Overview

- Some decisions need to be made within the current budget cycle while others can be made in the following year
- If the Board of Education agrees with the short-term and long-term recommendations proposed then there will be a proposition placed on the May 2021 ballot to request permission to use money we have in our capital reserve fund for our short-term needs, and two propositions on the May 2022 ballot to seek financing, eventually through a bond for our long-term needs
- We are suggesting two ballot propositions for May 2022 so we can break out the scope of work into two groups and provide flexibility and choice to the voters
- Our goal is to create a five-year capital plan that reflects the needs and priorities of our school community that is funded with minimal tax impact

Building	Project Name	Project Cost	Project Description
LBHS	Floor Tile Replacement	\$55,339	Removal of asbestos containing vinyl floor tile from corridors.
	New Sediment Trap Installation	\$474,000	Open up roadway, expose existing storm water discharge piping and install new piping with sediment traps with a clean out to grade.
	South Side Roadway (Bus Lane) Reconstruction	\$594,000	Replace existing drainage piping and repair roadway. Originally bid as separate work location as part of bulkhead project.
	Pond Reconstruction	\$745,000	Reconstruct existing pond as detailed in original bid documents, including fence replacement and new walkway around pond.
	North Side Roadway and Parking Lot Reconstruction	\$1,082,000	Replace asphalt roadway and parking lot along north side of building as well as around east side to exit at Lagoon Drive. This does not include the asphalt below the building.
	Sidewalk Replacement	\$484,201	Replace concrete sidewalks and concrete curbs throughout entire campus. Install ADA walkways from the exterior gym doors to adjacent sidewalks.
	Roof and Wall Flashing	\$147,500	Replace roof and wall flashing on both sides of breezeway as well as along the south elevation outside the second-floor lobby.
	Family and Consumer Science Classroom Renovation	\$275,000	Complete renovation to existing FACS room. Work to include demo, new casework, new or reuse existing appliances, improved HVAC, electrical and finishes.
	Student/Staff Corridor Bathroom Renovations	\$1,416,000	Complete renovation to all remaining student toilets throughout this campus. This does not include any work within locker rooms. Work to include demolition, asbestos abatement, toilet fixtures and accessories, toilet partitions, ventilation improvements finishes and lighting. The work will include six student toilets as well as four adult toilets. All bathrooms are located directly off of the existing corridors.

Building	Project Name	Project Cost	Project Description
LBMS / Lido Elementary	Tennis Court Reconstruction	\$1,000,000	Complete replacement of existing tennis courts including asphalt courts, concrete curbs, perimeter fencing and connect to storm drainage.
	Ceiling Asbestos Abatement	\$135,000	Removal of asbestos containing ceilings within 5 classrooms. Furnish and install new acoustical ceiling tile and grid to accept 24" x 24" ceiling. Replace/reinstall lights, speakers, motion sensors, etc.
	Steam Pipe Replacement	\$324,000	Continue with on-going replacement of the existing steam piping which is located within the crawl space of the original section of the building. If the district decides not to move forward with a building wide steam to hot water conversion, this work would still need to take place to address constant leaking and deteriorated piping. Note - If this work is completed as part of an immediate repair, and then the district decides to complete a building wide A/C project, this work would not be able to be incorporated into the future project.
	Hot Water Pipe Replacement	\$2,100,000	Remove all remaining hot water piping, which is currently located in the crawl spaces and pipe tunnels throughout the HW portion of the building. A portion of the existing HW piping was already replaced, however there is still a tremendous amount of HW piping that serves appx. 69,000 sf of the building. Relocate to above ceilings and reconnect to existing HVAC equipment. In areas where there is no room above the ceiling, soffits will be constructed to conceal piping. Where HW piping will run within the classroom and drop down to HVAC equipment, new sheet rock chases will be built to conceal all piping. All crawl space piping will be abandoned in place within existing pipe tunnels. This work will involve disconnecting and reconnecting HW supply and return piping from existing UV's, fan coil units, AHU's fin tube radiation etc. new heat pumps, tie in's to existing boiler system and electrical power to complete this work is included herein. If this work is ultimately completed by the owner, and if a future project is completed to provide building wide A/C, all of this work can be incorporated into the new system and no funds will be wasted by having to "redo" work stated herein. Note - If this item is chosen to be completed and the building wide A/C is decided to be completed at some future date, the amount of \$ 2,100,000 can be removed from the \$ 10,489,000.
	HVAC Upgrade	\$10,489,000	A portion of the middle school (new addition) already has cooling, via a central chiller. The remaining classrooms and offices will require new cooling as well as the gymnasium and multi purpose room. This will be accomplished with the installation of new UV's and RTU's for the large spaces. This work would involve, demolition, asbestos abatement, masonry, carpentry, new hot water piping, supplemental steel, electrical service upgrades and new branch circuit wiring and sub panels, casework replacement/installation along window walls as well as finishes and repairs required as a result of the work. New condensers will be installed on adjacent roofs. Concrete pads will be installed below all FAI's that are within 24" of existing grade. Additionally, all steam piping (including auditorium, gymnasium, cafeteria and adjacent spaces)will be abandoned in place and the existing steam portion of the building will be converted to hot water. HVAC units currently served via steam will also be replaced to hot water equipment.

Building	Project Name	Project Cost	Project Description
West	First Floor Student Bathroom Renovation	\$ 260,000	Boys' bathroom had new fixtures installed after Superstorm Sandy and new dividers installed two years ago. Girl's bathroom has original fixtures. Work shall include a complete renovation to the existing girls' bathroom and all new ceramic tile work in the boys' bathroom.
	HVAC Upgrade	\$ 3,300,000	West Elementary recently replaced their existing H&V system within the classrooms by installing a new ceiling hung UV throughout the majority of the building. The units, unfortunately, were not installed with any sort of DX or cooling coil. Our recommendation to cool these spaces would be to replace existing ceiling hung UV's with new units that provide heating, fresh air ventilation and cooling. New condensers for all units will be installed on the roof. All interior office spaces, which are currently not cooled along with the existing cafeteria will also have their HVAC upgraded to provide cooling as well as heating and ventilation.

East	HVAC Upgrade	\$ 5,364,000	We recommend a multiple step approach in terms of improving the overall HVAC system within the building. The existing building, which was built to code at the time of construction, is heated via steam radiation and ventilated via opening of windows. This is similar to how your home is conditioned. We would recommend to abandon the existing steam system and installing a new hot water system. New fresh air intakes would be installed in the exterior walls and new unit ventilators would be installed to provide heating, cooling and mechanical fresh air ventilation to all classrooms and offices. This work would involve demolition, asbestos abatement, masonry, carpentry, new hot water piping and insulation (2 pipe system), supplemental steel, electrical service upgrades and new branch circuit wiring and sub panels, casework replacement/installation along window walls as well as finishes and repairs required as a result of the work. Concrete pads will be installed below new FAI's that are within 24" of existing grade. A new chiller will be installed to handle the cooling side and large spaces will be heated and cooled via roof top units. The issues involving the crawl space ventilation, are being addressed as part of the 2020/21 CIP.
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Building	Project Name	Project Cost	Project Description
Lindell	HVAC Upgrade	\$9,212,500	Abandon the existing steam system and install a new hot water system. Existing fresh air intakes would be reused at the exterior walls and new unit ventilators would be installed to provide heating, cooling and mechanical fresh air ventilation to all classrooms and offices. These new UV's would replace the existing units. This work would involve, demolition, asbestos abatement, masonry, carpentry, new hot water piping and insulation (2 pipe system), supplemental steel, electrical service upgrades and new branch circuit wiring and sub panels, casework replacement/installation along window walls as well as finishes and repairs required as a result of the work. Concrete pads will be installed below new FAI's that are within 24" of existing grade. A new chiller will be installed to handle the cooling side and large spaces will be heated and cooled via roof top units.
Public Library	HVAC Reconstruction	\$442,500	Replace 2 existing Trane RTU's - heating and cooling units 1 @ 20 tons and 1 @ 25 tons. Install new gas fired RTU's. Install new adapter curbs to not damage the new roofing, controls, gas piping, electrical fees, FA interconnection and rigging.

Building	Project Name	Project Cost	Project Description
Transportation	Reconstruction / Renovation to Existing Building	\$1,000,000	Option 1: Although further investigation would be required, option 1 would be to reconstruct/replace the entire south wall with new reinforced masonry wall. We would also replace the exterior steel lintels over the windows and doors and replace the existing windows. there are also several areas along the West elevation that would have to be addressed. Destructive testing would be required in an effort to determine the condition and type of existing footings prior to finalizing a scope and cost. If the existing footings are not designed to meet the current loads or if new timber pile and grade beams would have to be installed, this would not longer be a viable option. Additionally, it was determined, via a previous inspection, that the existing exterior masonry walls, when originally constructed were done so without any sort of reinforcement. If option 1 is ultimately accepted as the viable option, please note that the South elevation will be built to meet the current code but the three remaining exterior walls would be non reinforced and could be subject to the same issues that we currently see at the south elevation.
Transportation	Replace Garage and Office	\$5,425,000	Option 2: The existing maple Avenue complex would stay where it is currently located. The existing transportation building would be demolished, and a new transportation building would be constructed on the current site. The new transportation building would be slightly larger than the existing space to account for larger break/meeting area and toilet facilities. The replacement/relocation of fuel tanks and pumping stations as well as the replacement of the existing asphalt would be included in option 2.
Transportation	Replace Garage and Office / Relocate Facilities Department	\$9,965,025	Option 3: The discussion took place regarding the overall condition of the existing bus garage. Based on visual inspection, the overall condition of the existing bus garage is unsatisfactory and should be completely reconstructed in the very near future. At a minimum, the South elevation should be properly addressed to provide temporary bracing in anticipation of an extreme weather event. Further discussion took place regarding the feasibility of relocating the existing maintenance building and all of those operations to the site of the bus garage. The work would include complete demolition of the existing building and the construction of a new bus garage, transportation office and maintenance facility large enough to handle all disciplines. Additionally, the replacement and upgrade of the existing fuel oil tanks and pumping stations will be replaced. Once the project is complete, the entire site will receive new asphalt pavement and proper storm drainage.

Funding Strategies

- Allocate funding for two new HVAC units at the public library in the 2021-22 general fund budget
 - The school district owns the public library and is responsible for certain building infrastructure maintenance
 - The funding will be allocated to code A9901.913: transfer to capital for facilities
 - Based on school district fund accounting, the funding allocated for capital projects in this line is transferred to the capital fund where all the financial transactions are posted
 - Any funding allocated in the general fund for capital projects provides an exemption within the tax cap formula that permits the district to raise the tax levy above what would otherwise be determined by the tax levy factor and tax base growth factor

Funding Strategies

- ~\$5M of capital needs funded through the capital reserve fund with voter approval via a proposition on the May 2021 ballot

LBHS	Floor Tile Replacement	\$55,339
	New Sediment Trap Installation	\$474,000
	South Side Roadway (Bus Lane) Reconstruction	\$594,000
	Pond Reconstruction	\$745,000
	North Side Roadway and Parking Lot Reconstruction	\$1,082,000
	Sidewalk Replacement	\$484,201
	Roof and Wall Flashing	\$147,500
	Family and Consumer Science Classroom Renovation	\$275,000
LBMS / Lido Elementary	Tennis Court Reconstruction	\$ 1,000,000
	Ceiling Asbestos Abatement	\$ 135,000

Funding Strategies

- The following LBHS, West School and Transportation (option 2 is likely) projects along with other capital needs that emerge from the final BCS report can form a scope of work contained in the first capital project proposition for the May 2022 ballot

LBHS	Student / Staff Corridor Bathroom Renovations	\$1,416,000
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West	First Floor Student Bathroom Renovation	\$260,000
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Funding Strategies

(Scope of Work for First May 2022 Ballot Proposition continued)

- Only one of the three options will be selected based on the results of on-site reviews scheduled to take place in the near future

Transportation	Reconstruction / Renovation to Existing Building	\$1,000,000
Transportation	Replace Garage and Office	\$5,425,000
Transportation	Replace Garage and Office / Relocate maintenance Facility	\$9,965,025

Funding Strategies

- The following HVAC projects at all the schools except the high school form the scope of work for the second ballot proposition on the May 2022 ballot

LBMS / Lido Elementary	HVAC Upgrade	\$10,489,000
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Note: If the HVAC upgrade is selected, it includes the pipe repair work listed separately in the previous section

Funding Strategies

(Scope of Work for Second May 2022 Ballot Proposition continued)

West	HVAC Upgrade	\$3,300,000
East	HVAC Upgrade	\$5,364,000
Lindell	HVAC Upgrade	\$9,212,500

Funding Strategies

- The use of Bond Anticipatory Notes [BANs] and ultimately a fifteen-year bond is outlined below:
 - May 2022 approval of ballot proposition 1 (~\$7.2M plus others including a possible new building (option 2) at the transportation site if the research into the repair proves untenable as well as other projects from BCS report) and proposition 2 (~\$30M reflecting the HVAC projects districtwide, including the pipe reconstruction at LBMS)
 - NYSED approval of project designs so construction can begin in summer of 2023
 - Include interest on the first BAN in the 2023-24 general fund [GF] budget
 - Include interest on the first and second BAN in the 2024-25 GF budget

Funding Strategies

- (cont'd)

- Include interest and a small principal payment on the first BAN and interest only on the second BAN in the 2025-26 GF budget
- Include an annual payment of bond debt service in the 2026-27 GF budget when part of the current annual school preservation debt service (\$5.5M) retires
- By way of example, if the total bond borrowing is \$50M (current total is ~\$37.2M), the annual debt service will be ~\$3.8M
- As we review the final BCS report and other potential projects that emerge over the course of the year, we can plan on a total capital program cost of ~\$70M - implemented according to the BAN – bond timeline explained above, and have little change to the debt service line in the current budget structure in the outyears

Comments / Questions