

PITTSFORD CENTRAL SCHOOL DISTRICT
PITTSFORD, NEW YORK
BOARD OF EDUCATION MEETING
MONDAY, MAY 11, 2020
VIRTUAL MEETING BY WAY OF ZOOM
(Public Access – See Website)

AGENDA

7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC COMMENT
- IV. APPROVAL OF AGENDA (BOARD ACTION)
- V. 2020-2021 PROPOSED BUDGET PRESENTATION AND ADOPTION (BOARD ACTION)
- VI. APPROVAL OF MINUTES: April 20, 2020 (BOARD ACTION)
- VII. BOARD OF EDUCATION REPORT
 - A. Monroe County School Boards Association Meeting Reports
 - 1. Board President's
 - 2. Executive Committee
 - 3. Information Exchange Committee
 - 4. Labor Relations Committee
 - 5. Legislative Committee
 - 6. Steering Committee
 - 7. Communications Outreach Advisory Committee
 - B. Other Meeting Reports
 - C. Dates to Remember
 - 1. 5/26/20 – Next Regularly Scheduled Meeting
- VIII. FINANCIAL REPORT – Darrin Kenney
 - A. Action Items:
 - 1. Bid Awards (See Consent Agenda)
 - a. Nurse and Medical Trainer Supplies
 - b. Physical Ed Supplies and Equipment
 - c. Art Supplies
 - d. Industrial Art Supplies
 - B. Discussion:
 - C. Other:
- IX. HUMAN RESOURCE REPORT – Mr. Leone
 - A. Action Items:
 - 1. Professional Staff Report (BOARD ACTION)
 - 2. Support Staff Report (BOARD ACTION)
 - B. Discussion:
 - 1. Tenure Recommendations – 1st Reading
 - C. Other:

- X. SPECIAL EDUCATION REPORT – Ms. Woods
 - A. Action Items: (See Consent Agenda)
 - 1. Committee on Special Education: Annual Reviews, Initial Eligibility Determination Meetings, Reevaluation/Annual Reviews, Requested Review.
 - 2. Sub-Committee on Special Education: Annual Reviews, Reevaluation/Annual Reviews.
 - 3. Committee on Preschool Special Education: Reevaluation/Annual Reviews, Annual Review, Initial Eligibility Determination Meetings.
 - B. Discussion:
 - C. Other:

- XI. SUPERINTENDENT’S REPORT – Mr. Pero
 - A. Action Items:
 - 1. Call for Executive Session (BOARD ACTION)
 - 2. Policy Approval – 2nd Reading (See Consent Agenda)
 - a. #5676-Privacy and Security for Student and Staff Data
 - B. Discussion:
 - 1. Policy Recommendation – 1st Reading
 - a. #7680-Independent Educational Evaluations
 - 2. Update
 - C. Other:

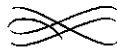
- XII. CONSENT AGENDA (BOARD ACTION)
 - A. Bid Awards
 - B. Committee on Special Education
 - C. Sub-Committee on Special Education
 - D. Committee on Preschool Special Education
 - E. Policy Approval - #5676-Privacy and Security for Student and Staff Data
 - F. MOA Agreement

- XIII. OLD BUSINESS

- XIV. NEW BUSINESS

- XV. ADJOURNMENT/RECESS (BOARD ACTION)

Next regularly scheduled meeting: May 26, 2020



Mission: *The Pittsford Central School District community works collaboratively to inspire and prepare our students to be their best, do their best and make a difference in the lives of others.*

For school district information, visit our website at pittsfordschools.org

Pittsford Schools

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Pittsford, NY 14534
585.267.1053

Fax: 585.381.9368

Darrin_Kenney@pittsford.monroe.edu

Darrin Kenney
Assistant Superintendent for Business

Date: May 6, 2020
To: Michael Pero, Superintendent of Schools
From: Darrin T. Kenney, Assistant Superintendent for Business
Re: Budget Adoption Resolution

DTK

An electronic and a hard copy binder of the Superintendent's Proposed 2020-2021 Programs and Services Budget have been prepared for your review. The format encapsulates extensive detail for the budget you will be recommending to the Board of Education to adopt as its own at the May 11, 2020 meeting. I have also included for your and the Board of Education's information, the legally required document (Property Tax Report Card) that will be appended to the Public Budget Document. The Property Tax Report Card has evolved over time to a complex document that I will cover in detail in the May 11th presentation.

The Board of Education will be adopting and the community voting on your total 2020-21 Proposed Budget of \$140,328,172, which is \$3,638,751 or 2.66% more than the current year. The Property Tax Levy increase is estimated to be 3.76%.

Please advise if Leanne or I may be of further assistance to you in attaining Board of Education adoption of your budget. For your convenience I have provided a resolution below:

BE IT RESOLVED that the Board of Education of the Pittsford Central School District does hereby adopt and support as a corporate body the Superintendent's 2020-2021 Proposed Budget in the total amount of \$140,328,172 as presented.

BE IT FURTHER RESOLVED that the Board of Education of the Pittsford Central School District approves the Property Tax Report Card and authorizes the Assistant Superintendent for Business to electronically submit to the New York State Commissioner of Education within 24 hours, as per law.

DTK:kd

2020-21 Property Tax Report Card

261401 - Pittsford Central School District
 Contact Person: Leeanne Reister
 Telephone Number: 585-267-1036

	Budgeted 2019-20 (A)	Proposed Budget 2020-21 (B)
Total Budgeted Amount, not including Separate Propositions	136,689,421	140,328,172
A. Proposed Tax Levy to Support the Total Budgeted Amount ¹	103,141,036	107,023,924
B. Tax Levy to Support Library Debt, if Applicable	-	-
C. Tax Levy for Non-Excludable Propositions, if Applicable ²	-	-
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable	-	-
E. Total Proposed School Year Tax Levy (A + B + C - D)	103,141,036	107,023,924
F. Permissible Exclusions to the School Tax Levy Limit	3,587,155	5,102,816
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions ³	99,743,032	101,921,108
H. Total Proposed School Year Tax Levy, <u>Excluding</u> Levy to Support Library Debt and/or Permissible Exclusions (E - B - F + D)	99,743,032	101,921,108
I. Difference: (G - H); (negative value requires 60.0% voter approval) ²	-	-
Public School Enrollment	5,741	5,682
Consumer Price Index		1.81%

¹ Include any prior year reserve for excess tax levy, including interest.

² Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

³ For 2019-20, includes any carryover from 2018-19 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2019-20 (D)	Estimated 2020-21 (E)
Adjusted Restricted Fund Balance	35,770,773	34,410,248
Assigned Appropriated Fund Balance	1,300,000	1,586,390
Adjusted Unrestricted Fund Balance	5,467,577	5,613,127
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	4.00%	4.00%

Schedule of Reserve Funds

Reserve Type	Reserve Name	Reserve Description *	3/31/20 Actual Balance	6/30/20 Estimated Ending Balance	Intended Use of the Reserve in the 2020-21 School Year
Capital	Capital Project	To pay the cost of any object or purpose for which bonds may be issued.	16,093,861	16,095,470	The District is preparing a Capital Project for voter authorization in 2020-21.
Capital	Bus Purchase	To pay the cost of the purchase of buses and other transportation vehicles.	5,093,329	5,093,838	The District will propose a proposition in May for the purchase of replacement buses per the District bus replacement plan.
Capital	Technology	To pay the cost of any object or purpose for technology projects.	2,408,823	2,409,064	No use intended in 2020-21. This reserve is used periodically with voter authorization.
Workers' Compensation	Workers' Compensation	To pay for Workers Compensation and benefits.	441,269	441,313	The District will appropriate \$75,000 for the 2020-21 budget to offset premium expenditures.
Unemployment Insurance	Unemployment Insurance	To pay the cost of reimbursement to the State Unemployment Insurance Fund.	384,913	344,949	The District will appropriate \$30,000 for the 2020-21 budget to offset unemployment insurance expenditures.
Insurance	Insurance	To pay liability, casualty, and other types of uninsured losses.	1,188,341	1,188,460	This reserve would be used in the event there are substantial liability, casualty or other uninsured losses during the 2020-21 school year.
Liability	Liability	To establish and maintain a program of reserves to cover liability claims incurred.	1,488,398	1,488,545	This reserve would be used in the event there are substantial liability costs incurred during the 2020-21 school year.
Tax Certiorari	Tax Certiorari	To establish a reserve fund for tax certiorari settlements	1,061,008	1,061,114	This reserve will be used if any tax certiorari claims against the District are settled in 2020-21 for a greater refund than can be managed within the budget.
EBALR - Employee Benefit Accrued Liability	EBALR - Employee Benefit Accrued Liability	For the payment of accrued employee benefits' due to employees upon termination of service.	2,518,944	2,119,198	The District will appropriate \$450,000 for the 2020-21 budget to offset costs at the time of retirement for those who retire during the year.
Retirement Contribution	ERS Retirement Contribution	To fund employer retirement contributions to the State and Local Employees' Retirement System	2,105,792	1,906,003	The District will appropriate \$300,000 for the 2020-21 budget to offset Employee Retirement System expenditures.
Retirement Contribution	TRS Retirement Contribution	To fund employer retirement contributions to the Teachers' Retirement System	873,263	874,136	The District will appropriate \$300,000 for the 2020-21 budget to offset Teachers' Retirement System expenditures.

*For Board
Approval*

PITTSFORD CENTRAL SCHOOL DISTRICT
Board of Education Meeting
Monday, April 20, 2020
Virtual Meeting by way of Zoom
(Public Access on Website)

The REGULAR MEETING of the Pittsford Central School District Board of Education was held at 7:00 p.m., by way of virtual meeting platform Zoom, on Monday, April 20, 2020 due to mandatory state-wide school closures.

BOARD MEMBERS PRESENT: A. Thomas, K. McCluski, T. Aroesty, V. Baum, I. Narotsky, R. Sanchez-Kazacos, P. Sullivan

LEADERSHIP TEAM PRESENT: M. Pero, J. Cimmerer, D. Kenney, M. Leone, P. Vaughan-Brogan, M. Ward, N. Wayman, E. Woods

OTHERS PRESENT: M. Kwiatkowski, S. Fazili, T. Bonus, L. Wambach

1. Mrs. Thomas called the meeting to order at approximately 7:00 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Mrs. Thomas asked everyone to join the Board in a moment of silence for the lives lost and families affected by the world-wide pandemic, COVID-19.

3. Public Comment: resident L. Wambach asked about the Attendance Boundary Line rollout. Mr. Pero noted that a presentation would follow on this evening's agenda where her questions would be answered.

4. Motion was made by Mr. Sullivan, seconded by Mrs. McCluski and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education approves the agenda for this meeting.

**APPROVED:
AGENDA**

Vote: Unanimously carried

5. Mr. Pero and Dr. Cimmerer presented on the Attendance Boundary Line Committee Recommendation.

6. Motion was made by Mrs. Narotsky, seconded by Mrs. McCluski and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education, upon the Superintendent's recommendation, approves the Attendance Boundary Line Committee Recommendation.

**APPROVED:
ATTENDANCE
BOUNDARY LINE
RECOMMENDATION**

Vote: Unanimously carried

7. Motion was made by Mrs. Sanchez-Kazacos, seconded by Mrs. Baum and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education approves the minutes of its March 30, 2020, meeting.

**APPROVED:
MINUTES
3/30/20**

Vote: Unanimously carried.

8. Board Reports: Mrs. Thomas updated everyone on the MCSBA meeting dates as well as other dates to remember, noting that all MCSBA meetings have concluded with the exception of the Board President's meeting and the Executive Committee meeting.

9. Motion was made by Mr. Aroesty, seconded by Mr. Sullivan and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education of the Pittsford Central School District votes to approve the proposed BOCES administrative budget in the amount of \$5,618,285 for the 2020/2021 fiscal year.

**APPROVED:
2020/2021
BOCES
BUDGET**

Vote: Unanimously carried.

79.

10. Motion was made by Mrs. Sanchez-Kazacos, seconded by Mrs. Baum and carried Regarding the following resolutions:
Vote: Unanimously carried

**APPROVED:
BOCES BOARD
CANDIDATES**

SEAT#1

RESOLVED: to cast one vote for the election of Lisa Latten, resident of Penfield Central School District, as a member of the Monroe #1 BOCES board for a term of office which will begin on July 1, 2020 and end June 30, 2023.

L. LATTEN

SEAT#2

RESOLVED: to cast one vote for the election of Christine DeTurck, resident of the Honeoye Falls-Lima Central School District, as a member of the Monroe # 1 BOCES board for a term of office which will begin on July 1, 2020 and end on June 30, 2023.

C. DETURCK

SEAT#3

RESOLVED: to cast one vote for the election of Kim McCluski, resident of the Pittsford Central School District, as a member of the Monroe # 1 BOCES board for a term of office which will begin on April 23, 2020 and end on June 30, 2022.

K. MCCLUSKI

11. Motion was made by Mrs. Narotsky, seconded by Mr. Aroesty and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education accepts the Treasurer's Report for the period ending March 31, 2020.
Vote: Unanimously carried

**ACCEPTED:
TREASURER'S
REPORT**

12. Motion was made by Mr. Sullivan, seconded by Mrs. McCluski and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education approves the 3rd Quarter Extraclassroom Activities Report.
Vote: Unanimously carried

**APPROVED:
3rd QUARTER
EXTRACLASSROOM
ACTIVITIES REPORT**

13. Motion was made by Mr. Aroesty, seconded by Mrs. Sanchez-Kazacos and carried Regarding the following resolution: BE IT RESOLVED, that the Board of Education of the Pittsford Central School District at its regular meeting held April 20, 2020 does hereby approve the budget transfer of funds as stated below:
Vote: Unanimously carried

**APPROVED:
BUDGET
TRANSFER**

From:
830-9060-800 Health Insurance \$150,000
830-9010/9020-800 Retirement \$339,600

To:
660-2630-490 Instructional Technology-BOCES \$489,600

14. Motion was made by Mrs. McCluski, seconded by Mrs. Baum and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education, upon the Superintendent's recommendation, approves the following Professional Staff Report:
Vote: Unanimously carried

**APPROVED:
PROFESSIONAL
STAFF REPORT**

A. Resignation for Retirement- School Related Professional - Letters Attached

First Name	Last Name	Location	Position	Yrs. In District	Retirement Date
Nancy	Leichter	TRE	Paraprofessional	10.3	6/30/2020
Amy	Mahar	SHS	Paraprofessional	10.0	6/30/2020
Deborah	Stage	SHS	Educational Assistant	23	6/30/2020

B. Resignation of Part-Time Claims Auditor

Laurie Patterson effective 08/30/2019.

C. Change Tenure Area

Laurie Cleveland-Lancto from Elementary to Library Media Specialist effective 09/01/2018.

15. Motion was made by Mr. Aroesty, seconded by Mrs. Sanchez-Kazacos and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education, upon the Superintendent's recommendation, approves the following Support Staff Report:
Vote: Unanimously carried

**APPROVED:
SUPPORT
STAFF REPORT**

CLERICAL	POSITION	BLDG	LENGTH	DATE
RETIREMENTS			OF SVC	
Susan Klepacki	Office Clerk III	MCE	20.5 yrs.	06/30/2020

CUSTODIAL/MAINTENANCE	POSITION	BLDG	LENGTH	DATE
RESIGNATIONS			OF SVC	
Paul Martin *date correction	Cleaner	MHS	Never started position	12/02/2019

16. Special Education Report: Mrs. Woods noted that all items would be acted upon this evening under the Consent Agenda.

17. Chief Information Officer Report: Dr. Cimmerer noted the first reading of policy #5676 - Privacy and Security for Student and Staff Data

18. Superintendent's Report: Mr. Pero noted the second reading of policy #5577 - Medicaid Compliance Program that would be acted upon this evening under the Consent Agenda.

19. Mr. Pero noted the donation of \$1,920 from Mendon Center PTSA for the purchase of homework folders for the 2020-2021 school year for all students at Mendon Center Elementary School.

20. Mr. Pero spoke on recent events that the district has been partaking in when dealing with the COVID-19 crisis, as well as the effects it has had on the community, families, students and staff. He acknowledged the stress that this event has had on everyone. He noted that it is more important than ever to support one another and said that the district has supported more than 75 families who needed groceries and raised \$37,000 to help those in need. Mr. Pero talked about ideas on how we could support our students that are seniors this year as well as those families and students who are experiencing severe impacts of this virus. Mr. Pero sincerely thanked numerous groups and individuals for their help in all efforts, while we adapt to this new environment.

7:59 pm - Mr. Sullivan disconnected from the online meeting at this time.

21. Motion was made by Mrs. Sanchez-Kazacos, seconded by Mrs. Narotsky and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education approves the following items per the Consent Agenda:
Vote: Unanimously carried by those present

**APPROVED:
CONSENT
AGENDA**

81.

Bid Awards:

Fine Paper	Economy Products & Solutions Inc.	\$4,040.15
	W.B. Mason	\$73,462.86

Committee on Special Education: Amendment, Amendment – Agreement No Meeting, Annual Reviews, Initial Eligibility Determination Meetings, Reevaluation/Annual Review, Requested Reviews.

Sub-Committee on Special Education: Amendments – Agreements No Meetings, Annual Reviews, Reevaluation Review, Reevaluation/Annual Reviews.

Committee on Preschool Special Education: Reevaluation/Annual Reviews Reevaluation Review, Amendment – Agreement No Meeting.

Policy Approval: #5577 – Medicaid Compliance Program

Gift to the District: A donation of \$1,920 from Mendon Center PTSA for the purchase of homework folders for the 2020-2021 school year for all students at Mendon Center Elementary School.

22. Old Business: Mrs. Thomas recognized and thanked those in our community serving on the front lines of the crisis by sending prayers of wellness to each person. On behalf of the Board, Mrs. Thomas further expressed how incredibly proud and deeply appreciative they are of Mr. Pero, COT, teachers and staff for handling a crisis of this magnitude. She said that this new reality isn't easy for anyone, but that it shows what we are capable of despite the immediate shift and demanding times during this period in our lives.

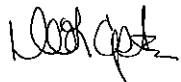
23. New Business: Mrs. Thomas noted the upcoming PTSA Life Membership Award Ceremony which will be held on Facebook Live on April 28, 2020. Mrs. McCluski will be an honoree this year and will be receiving the Distinguished Service Award for serving 24 years on the Board of Education.

24. Motion was made by Mr. Aroesty, seconded by Mrs. Sanchez-Kazacos and carried regarding the following resolution: BE IT RESOLVED, that the Board of Education approves the adjournment of its Regular Meeting at 8:07 p.m.

**APPROVED:
ADJOURNMENT**

Vote: Unanimously carried by those present

Respectfully submitted,



Deborah L. Carpenter
School District Clerk

PITTSFORD CENTRAL SCHOOL DISTRICT

PITTSFORD, NEW YORK

RECOMMENDATION FOR COMPETITIVE BID AWARD

TO: Board of Education
FROM: Darrin Kenney, Assistant Superintendent for Business
(Prepared by Leslie Pawluckie, Purchasing Agent)
BOE DATE: May 11, 2020
BID TITLE: Nurse & Medical Trainer Supplies
DATE ADVERTISED: February 21, 2020, *The Daily Record*
DATE BID OPENING: March 13, 2020
FUNDS: 2020-2021 Budget, Athletic Department and Each Building

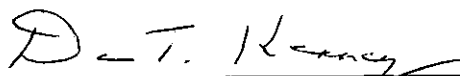
BE IT RESOLVED, That the Board of Education of the Pittsford Central School District award a contract to the following vendors as low responsive bidders meeting specifications.

ITEM BID	RECOMMENDED VENDOR	AMOUNT
Nurse & Trainer Supplies	Henry Schein Inc.	3,829.92
	Metco Supply Inc.	732.80
	Medco Supply Co	2,186.16
	Pyramid Paper Company	372.02
	School Health Corporation	2,685.50

TOTAL:

\$ 9,806.40

Comments: Nurse & Medical Trainer Supplies Bid runs from Board award date through January 31, 2021. Bid represents 242 items, with 221 items awarded. Bid responses were reviewed by Teresa Lattuca, District Standards Leader for School Nurses; Kimberly Palumbos, Assistant Purchasing Agent; and Leslie Pawluckie, Purchasing Agent. Bid is recommended for award on a line item basis to the lowest responsive and responsible bidder meeting required specifications. Items purchased from this bid are identified on an ongoing basis by budget managers in the departments and schools.



Darrin Kenney, Assistant Superintendent for Business

PITTSFORD CENTRAL SCHOOL DISTRICT

PITTSFORD, NEW YORK

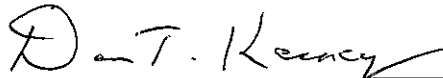
RECOMMENDATION FOR COMPETITIVE BID AWARD

TO: Board of Education
FROM: Darrin Kenney, Assistant Superintendent for Business
(Prepared by Leslie Pawluckie, Purchasing Agent)
BOE DATE: May 11, 2020
BID TITLE: Physical Ed Supplies & Equipment
DATE ADVERTISED: February 21, 2020 *The Daily Record*
DATE BID OPENING: March 13, 2020
FUNDS: 2020-2021 Budget, Each Building

BE IT RESOLVED, That the Board of Education of the Pittsford Central School District award a contract to the following vendors as low responsive bidders meeting specifications.

ITEM BID	RECOMMENDED VENDOR	AMOUNT
<i>Physical Ed Supplies</i>		
	Flaghouse	331.64
	The Prophet Corp (DBA: Gopher Sport)	1,935.85
	Pyramid Paper Company	567.87
	Varsity Brands Holding Co. (DBA: BSN Sports)	4,089.66
TOTAL:		<u>\$ 6,925.02</u>

Comments: PE Supplies Bid runs from Board award date through May 31, 2021. Bid represents 60 items, with 56 awarded. Bid responses were reviewed by Esther Marino, District Leader for Physical Education; Kimberly Palumbos, Assistant Purchasing Agent; and Leslie Pawluckie, Purchasing Agent. Bid is recommended for award on a line item basis to the lowest responsive and responsible bidder meeting required specifications. Vendors offered catalog discounts for items ordered during the 20-21 school year.



Darrin Kenney, Assistant Superintendent for Business

PITTSFORD CENTRAL SCHOOL DISTRICT

PITTSFORD, NEW YORK

RECOMMENDATION FOR COMPETITIVE BID AWARD

TO: Board of Education
FROM: Darrin Kenney, Assistant Superintendent for Business
(Prepared by Leslie Pawluckie, Purchasing Agent)
BOE Date: May 11, 2020
TOPIC: Art Supplies
Bid Advertised: February 21, 2020, *The Daily Record*
Bid Opening Date: March 13, 2020 @ 11:00AM
FUNDS: 2020-2021 Art Supplies Budget - Each Building

BE IT RESOLVED, That the Board of Education of the Pittsford Central School District award a contract to the following vendors as low responsive bidders meeting specifications:

ITEM BID	RECOMMENDED VENDOR	AMOUNT
Art Supplies		
	Blick Art Materials	616.93
	Cascade School Supply, Inc.	1,375.93
	Metco	143.27
	National Art & School Supplies	435.46
	Pyramid Paper	716.82
	Rochester Ceramics & Greenware Inc.	1,393.44
	S&S Worldwide	297.40
	WB Mason	3,553.33
	TOTAL BIDS BY VENDOR	\$ 8,532.58

Comments: Art Supplies Bid runs from date awarded by BOE to 01/31/2021. The bid was reviewed by Maribeth Curran, District Standards Leader for Art; Kimberly Palumbos, Assistant Purchasing Agent; and Leslie Pawluckie, Purchasing Agent. The bid represents 268 items with 238 being awarded. It is recommended for award on a line item basis to the lowest responsive and responsible bidder meeting all required bid specifications. Vendors offered catalog discounts for items ordered during the 20-21 school year.

Darrin T. Kenney

Darrin Kenney, Assistant Superintendent for Business

PITTSFORD CENTRAL SCHOOL DISTRICT

PITTSFORD, NEW YORK

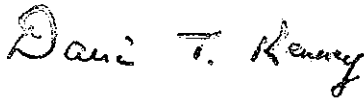
RECOMMENDATION FOR COMPETITIVE BID AWARD

TO: Board of Education
FROM: Darrin Kenney, Assistant Superintendent for Business
(Prepared by Leslie Pawluckie, Purchasing Agent)
BOE DATE: May 11, 2020
TOPIC: 20-21 Industrial Arts Supplies
Advertised Date: February 21, 2020 *The Daily Record*
Bid Opening Date: March 13, 2020
FUNDS: 2019-2020 Industrial Art Technology Budget, Each Building

BE IT RESOLVED, That the Board of Education of the Pittsford Central School District award a contract to the following vendors as low responsive bidders meeting specifications:

Item Bid	RECOMMENDED VENDOR	AMOUNT
Industrial Arts Supplies:		
	Colony Hardware	688.93
	Metco Supply Inc.	666.66
	Midwest Shop Supplies Inc.	1,115.66
	Paxton Patterson	528.22
	RSR Electronics	714.32
		\$ 3,713.79

Comments: Industrial Art Supplies Bid runs from date awarded by BOE to May 31, 2021. The bid was reviewed by Peter Pratt, District Standards Leader for Industrial Art; Kimberly Palumbos, Assistant Purchasing Agent; and Leslie Pawluckie, Purchasing Agent. Bid represents 98 items, with 92 awarded. It is recommended for award on a line item basis to the lowest responsive and responsible bidder meeting all required bid specifications. Vendors offered catalog discounts for items ordered during the 20-21 school year.



Darrin Kenney, Assistant Superintendent for Business

SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF 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.

(Continued)

SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)

- 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.
- 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

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)

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.

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.

(Continued)

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

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 the Chief Information Officer.

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.

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

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.

(Continued)

SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)**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;
- 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.

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)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;
- 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.

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)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.

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.

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)

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 will develop and implement 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>.

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:

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)

- 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.

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.

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF DATA (Cont'd.)

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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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF 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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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF 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

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SUBJECT: PRIVACY AND SECURITY FOR STUDENT AND STAFF 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

Adoption Date