SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES

Building Principals are authorized, together with the Assistant Superintendent for Support Services, to approve the use of the school buildings and grounds when such use will not interfere with the school program for the following uses:

a) Instruction in any branch of education, learning, or arts.

b) For holding social, civic, and recreational meetings and entertainments, and such other uses pertaining to the welfare of the community; but such meetings, entertainment, and uses shall be non-exclusive and shall be open to the public.

c) For meetings, entertainments, and occasions where admissions fees are charged when the proceeds are to be expended for an educational or charitable purpose. Such use shall not be permitted if such meetings, entertainment, and occasions are under the exclusive control, and the proceeds are applied for the benefit of a society, association, or a fraternal, secret, or exclusive society or organization other than organizations of Veterans of the Military, Naval and Marine Service of the United States and organizations of volunteer firefighters or volunteer ambulance workers. Board of Education approval is needed for events where admission fees are charged.

d) For classes of instruction for ~~mentally disabled~~ minors ***with developmental disabilities*** operated by a private organization approved by the Commissioner of Education.

e) For recreation, physical training and athletics, including competitive athletic contests of children attending a private, non-profit school. Board of Education approval is needed for events of this nature.

f) To provide child care services during non-school hours provided that the cost of such child care shall not be a District charge and shall be paid by the persons responsible for the support of such child or the local social services or by any other public or private voluntary source.

The following requirements will be met:

a) The using organization must be provided with written requirements regarding the use of the building or grounds at the time permission is granted. In addition, the organization must complete a building request form.

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES [continued]

b) A custodian must be on duty while the building is in use unless a staff member has agreed to be responsible for janitorial and security services in lieu of payment to a custodial worker for the use of said building.

c) A custodial fee is to be charged when overtime is required or if the use is by other than a non-profit or governmental organization.

d) If the School Administration determines, proper police protection must be arranged by the sponsor for any event for which admission is charged.

e) In the event that the School District is operating under a contingency budget, fees will be charged for all usage so that there will be no cost to the District, or the District may choose to limit access to facilities.

f) Groups using the outdoor lighted athletic facilities will incur a charge in an amount equal to the rate charged to the District by the local utility company.

g) Groups must comply with all legal requirements relating to Automated External Defibrillators (AEDs).

Education Law Section 414

Revised: 5/21/92; 3/16/95; 11/21/96; 1/20/00; 4/29/03; 5/18/05; *First Reading: 11/19/25*

POLICY

2025 3260

Community Relations

SUBJECT: OPERATION OF MOTOR-DRIVEN VEHICLES ON DISTRICT PROPERTY

All motor-driven vehicles, including cars, snowmobiles, mini-bikes, motorcycles, and other such vehicles are prohibited from using any school grounds or areas except for authorized school functions or purposes.

Non-District ~~M~~motor vehicles, not licensed for highway use, are prohibited from driving on school property.

Vehicle and Traffic Law Section 1670

Adopted: 1987; *First Reading 11/19/25*

POLICY

2025 3300

Community Relations

SUBJECT: PUBLIC ACCESS TO RECORDS

Access to District records shall be consistent with the rules and regulations established by the New York State Committee on Open Government and shall comply with all the requirements of the New York State Freedom of Information Law (FOIL).

The District shall designate a Records Access Officer who shall have the duty of coordinating the School District's response to public requests for access to records.

The District may require a person requesting lists of names and addresses to provide a written certification that they will not use the lists of names and addresses for solicitation or fundraising purposes and will not sell, give, or otherwise make available the lists of names and addresses to any other person for the purpose of allowing that person to use the lists of names and addresses for solicitation or fundraising purposes.

If the District receives a request for current or former employee disciplinary records, the employee will be notified in a timely fashion. In accordance with applicable laws and regulations, the District need not provide employee notification prior to such disclosure.

The District shall provide copies of records in the format and on the medium requested by the person filing the FOIL request if the District can reasonably do so. The District may charge a fee for copies as permitted by law and regulation. The District shall charge for records in accordance with the provision of FOIL. This includes, but is not limited to, 1) charging $.25 per page for copies of records; or 2) charging for the actual cost of reproducing the record, which may include an amount equal to the hourly salary attributed to the lowest paid agency employee who has the necessary skill required to prepare a copy of the requested record.

The District shall accept requests for records submitted in the form of email and respond to such requests by email using the forms supplied by the District. The process for requesting records shall be posted on the District website, clearly designating the email address for purposes of receiving requests for records via this format. When the District maintains requested records on the internet, the response shall inform the requester that the records are accessible via the internet and in printed form either on paper or other information storage medium, including the ~~d~~District website. ***The District shall provide either copies of the requested records or a direct link to the information on the District's website.***

Education Law Section 2116
Public Officers Law Sections 87 and 89
21 New York Code of Rules and Regulations (NYCRR) Parts 1401 and 9760

Adopted: 1987; Revised 11/20/24; *First Reading 11/19/25*

SUBJECT: THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY

The maintenance of public order on school property is the responsibility of all members of the school community. Teachers, staff, students and citizens must work together to facilitate the educational process. Students, employees of the District, and visitors on school premises should at all times conduct themselves in a manner so as to reflect a proper respect for public property and the rights of others.

Regulations

No person, either singly or in concert with others, shall:

a) Willfully cause physical injury to any other person, nor threaten to do so for the purpose of compelling or inducing such other person to refrain from any act which he has a lawful right not to do.

b) Physically restrain or detain any other person, nor remove such person from any place where he/she is authorized to remain.

c) Willfully damage or destroy property of the institution or under its jurisdiction, nor remove or use such property without authorization.

d) Enter upon, remain, and/or use any building or facility for any purpose other than its authorized uses or in such manner as to obstruct its authorized use by others. A person is guilty of unauthorized entry when he knowingly, recklessly, or negligently enters into any public school building or grounds, i.e., buildings, parking lots, athletic fields, boiler rooms and all campus areas. A person is guilty of unauthorized use when he knowingly, recklessly, or negligently enters into and uses any school facility without authority.

e) Without authorization, remain in any building or facility after it is normally closed.

f) Refuse to leave any building or facility after being required to do so by an authorized person.

g) Loiter in school buildings or on school property. A person is guilty of loitering when he/she loiters or remains in or about a school building or grounds, not having any reason or relationship involving custody of or responsibility for a pupil or student, or any other specific, legitimate reason for being there, and not having written permission from anyone authorized to grant the same.

SUBJECT: THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY [continued]

h) Obstruct the free movement of persons and vehicles in any place to which these rules apply.

i) Deliberately disrupt or prevent the peaceful and orderly conduct of classes, lectures and meetings or deliberately interfere with the freedom of any person to express his/her views, including invited speakers.

j) Knowingly have in his/her possession upon any premises to which these rules apply, any rifle, shotgun, pistol, revolver, or other firearm or weapon without the written authorization of the chief administrative officer whether or not a license to possess the same has been issued to such person.

k) Knowingly have in his/her possession, upon any premises to which these rules apply, any alcoholic beverages and/or ~~dangerous drugs~~ ***controlled substances***.

l) Violate the District policy prohibition on smoking and vaping on school property.

~~l~~ ***m)*** Engage in picketing and/or demonstrating which interferes with entrances to buildings or the normal flow of pedestrian or vehicular traffic; which interferes with organized meetings or other assemblies for the purpose of harassment; which obstructs or physically interferes with the integrity of the classroom, the privacy of administrative offices, or the functioning the physical plant.

Penalties (Subject to provisions of applicable law)

A person who shall violate any of the provisions of these rules shall:

a) If he/she is a licensee or invitee, have his/her present and future authorization to remain upon the campus or other property withdrawn and shall be directed to leave the premises. In the event of his/her failure or refusal to do so he/she shall be subject to ejection.

b) If he/she is a trespasser or visitor without specific license or invitation, be subject to ejection.

c) If he/she is a student, be subject to expulsion or such less disciplinary action as the facts of the case may warrant, including suspension, probation, loss of privileges, reprimand or warning.

SUBJECT: THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY [continued]

d) If he/she is a faculty member having a term of continuing appointment, and be guilty of misconduct, he shall be subject to dismissal or termination of his employment or such lesser disciplinary action as the facts may warrant including suspension without pay, fine or censure.

e) If he/she is a staff member in the classified service of the Civil Services, described in Section 75 of the Civil Service Law and be guilty of misconduct, he/she shall be subject to the penalties prescribed in said section.

Procedures

In the case of any apparent violation of these rules by such persons which, in the judgment of the chief administrative officer or his designee, does not pose any immediate threat of injury to person or property, such officer may make reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues which may be presented. In doing so such officer shall warn such persons of the consequences of persistence in the prohibited conduct, including their ejection from any premises of the institution where their continued presence and conduct is in violation of these rules. In the event of his/her failure or refusal to do so, such officer shall cause his/her ejection from such school property. Subject to provisions of applicable law, in the case of a student, charges for violation of any of these rules shall be presented and shall be heard and determined in the manner established at the building where he/she is enrolled for the disposition of charges which may lead to suspension.

The chief administrative officer or his/her designee may apply to the public authorities for any aid which he/she deems necessary in causing the ejection of any violator of these rules, and he/she may request the school counsel to apply to any court of appropriate jurisdiction for any injunction to restrain the violation or threatened violation of these rules, subject to provisions of applicable law.

Education Law Section 2801

Adopted: 1987; *First Reading 11/19/25*

POLICY

2025 3500

Community Relations

SUBJECT: EMERGENCY CLOSINGS

In the event it is necessary to close school for the day due to inclement weather or other emergency reasons, announcement thereof shall be made over local radio stations ***as well as other electronic means*** designated by the Board of Education.

When school is closed, all activities involving outside organizations will be suspended. All school related activities, including athletic events and student activities, will be suspended. Participation in sectional and state contests may be suspended at the discretion of the Superintendent.

Adopted 1987; Revised 4/23/14; *First Reading 11/19/25*

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~~ *2.0*).

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) "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.

c) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).

d) "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).

e) "Student data" means personally identifiable information from the student records of an educational agency.

f) "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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

g) "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.

h) "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.

Additional definitions are set forth in Education Law Section 2-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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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.

Data Protection Officer

The District shall designate a District employee to serve as the District's Data Protection 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.

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~~ *2.0*) (Framework) as the standard for its data privacy and security program.

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:

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

1. Improve academic achievement;
2. Empower parents and students with information; and/or
3. Advance efficient and effective school operations.

b) Not including PII in public reports or other public documents.

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

Third-Party Contractors

District Responsibilities

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

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

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

a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;

b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;

c) Demonstrate that the third-party contractor complies with the requirements for supplemental information on contracts with third party contractors;

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;

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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;

g) Use encryption to protect PII in its custody while in motion or at rest; and

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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.

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 Protection 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 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 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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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.

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:

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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).

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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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.

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 impose penalties against the third-party contractor as set forth in the Commissioner's 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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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 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.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA *(continued)*

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

Adopted: 6/18/20; *First Reading 11/19/25*