

**BROOKFIELD CENTRAL SCHOOL
BOARD OF EDUCATION**

**Special Meeting Budget Hearing/Regular Meeting:
Tuesday, May 5, 2026 - 7:00 p.m.
School Library/Media Room**

AGENDA

- ITEM 1. CALL TO ORDER – BUDGET HEARING
Pledge to the Flag
- ITEM 2. Introduction of Board Candidates
- ITEM 3. Presentation of the Proposed 2026-2027 School Budget
- ITEM 4. Voting Regulations
- ITEM 5. Adjournment of Budget Hearing
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- ITEM 1. CALL TO ORDER – REGULAR MEETING
- ITEM 2. Consent Agenda: Warrants, Minutes, Extracurricular Clubs Quarterly Report
- ITEM 3. Communications, Reports, Announcements
A. Additions/Amendments to the Agenda
B. Board President Communications
C. District Clerk Communications
D. Business Manager Communications
E. Superintendent Communications
- ITEM 4. Public Forum
- ITEM 5. Old Business:
A. 2nd Reading - Policies
- ITEM 6. New Business:
A. CSE Recommendations
B. Approval of: SPO Agreement
C. Approval of: Agreement with Lenguas Club LLC
D. Approval of: 1st Reading – Policies
E. Approval of: Appointment of Substitute School Bus Monitor
F. Acceptance of: Letter of Resignation
- ITEM 7. Adjournment

VOTING REGULATIONS

The 2026-2027 Brookfield Central School Budget vote and Election is Tuesday, May 19, 2026 at which time voters will vote on a budget of **\$8,573,168**. Two (2) seats are up for election on the Board of Education. Valerie Nolan has filed a petition for the five-year term, and Isaac Hafelin has filed a petition for the three-year term.

Polls will open at 12 noon and will close at 8:00 p.m. Voting will take place in the Main Building of the Brookfield Central School by paper ballot.

In order to vote on the Brookfield Central School Budget, voters must be at least 18 years of age by May 19, 2026, a resident of the school district for at least 30 days prior to the date of the vote, and a citizen of the United States, and not be a convicted felon. A voter does not have to be a property owner in the district; however, property owners must reside in the district. A voter may be required to show proof of residency and/or proof of age before being allowed to vote.

Check Warrant Report For A - 78: APRIL 20, 2026 GENERAL FUND CD For Dates 4/20/2026 - 4/20/2026



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
14790	04/20/2026	7564	Amazon	A 2855.450-30	273	222.50	222.50
				A 1620.450-10	278	29.62	29.62
				A 2110.450-30	280	205.45	205.45
Check Total:						457.57	
14791	04/20/2026	8204	OLIVIA BRINK	A 2250.450-40		64.54	
Check Total:						64.54	
14792	04/20/2026	7715	CINTAS	A 5510.400-10		133.00	
				A 5510.400-10		133.00	
				A 5510.450-10		64.66	
Check Total:						330.66	
14793	04/20/2026	8224	COMPASS STAFFING SOLUTIONS LLC	A 2250.400-40		803.00	
Check Total:						803.00	
14794	04/20/2026	8000	FERRARA FIORENZA PC	A 1420.400-10		2,653.21	
Check Total:						2,653.21	
14795	04/20/2026	7569	EMATH INSTRUCTION INC	A 2110.450-30	268	350.00	350.00
				A 2110.450-30	269	175.00	175.00
				Check Total:			
14796	04/20/2026	8159	PRINT & GRAPHIC COMMUNICATIONS ASSOCIATION	A 2110.435-20	281	475.00	475.00
Check Total:						475.00	
14797	04/20/2026	4160	TOWN OF BROOKFIELD	A 5510.455-10		2,524.88	
Check Total:						2,524.88	
14798	04/20/2026	8312	UNADILLA VALLEY AUTO PARTS	A 5510.450-10		93.82	
				A 5510.450-10		71.96	
				Check Total:			

Check Warrant Report For A - 78: APRIL 20, 2026 GENERAL FUND CD For Dates 4/20/2026 - 4/20/2026



Check # Check Date Vendor ID Vendor Name

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
14799	04/20/2026	5094	YORKVILLE BATTERY INC.	A 5510.450-10		71.96	
						Check Total:	237.74

A 1620.450-10

180.00

Check Total:

180.00

Warrant Total:

8,251.60

Vendor Portion:

8,251.60

Number of Transactions: 10

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 10 in number, in the total amount of \$8,251.60. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

April 20, 2026
Date

[Signature]
Signature

[Signature]
Title

Check Warrant Report For A - 79: April 24, 2026 Payroll Processing For Dates 4/24/2026 - 4/24/2026

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
637	04/24/2026	489	BROOKFIELD TRUST & AGENCY ACCO	A 726FICA		6,121.42	
				A 726FICA		6,121.45	
				A 722		7,613.90	
				A 726MED		1,431.62	
				A 726MED		1,431.63	
		A 721		4,233.42			
		A 710		73,129.69			
Check Total:						100,083.13	
638	04/24/2026	2732	NYS & LOCAL EMPLOYEES	A 718		1,920.38	
				A 718		219.10	
				Check Total:			
639	04/24/2026	6897	U S OMNI	A 729		350.00	
				A 729		1,380.00	
				A 729		100.00	
Check Total:						1,830.00	
14800	04/24/2026	5122	BROOKFIELD TEACHERS ASSOC.	A 724		1,716.04	
				Check Total:			
14801	04/24/2026	6271	NYS TEACHER RETIREMENT SYSTEM	A 727		297.00	
				Check Total:			
14802	04/24/2026	7815	NYS CHLD SUPPORT PROCESS CENTER	A 723C		441.40	
				Check Total:			
14803	04/24/2026	7815	NYS CHLD SUPPORT PROCESS CENTER	A 723C		767.64	
				Check Total:			

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
Number of Transactions: 7							
						Warrant Total:	107,274.69
						Vendor Portion:	107,274.69

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 7 in number, in the total amount of \$107,274.69. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

April 24, 2026 *[Signature]* *[Signature]*
 Date Signature Title

BROOKFIELD CSD



Check Warrant Report For A - 67: MARCH 2026 GENERAL FUND MANUAL CHECKS For Dates 3/1/2026 - 3/31/2026

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
3043	03/05/2026	2335	MADISON-ONEIDA HERKIMER BOCES	A 9060.800-10		71,306.44	
						Check Total:	71,306.44
3044	03/11/2026	5529	Oneida Herkimer Madison BOCES	A 1620.490-10		96.70	
				A 1310.490-10		4,659.88	
				A 5510.490-10		267.47	
				A 2610.490-10		1,507.81	
				A 2825.490-10		10,766.96	
				A 2250.490-40		56,770.88	
				A 1910.490-10		152.50	
				A 2110.490-30		34,942.06	
				A 2010.490-20		6,316.32	
				A 2815.490-10		1,901.16	
				A 1670.490-10		2,397.76	
				A 2280.490-40		15,502.06	
				A 1621.490-10		1,769.37	
				A 1480.490-10		1,749.00	
				A 1981.490-10		5,606.12	
				A 1430.490-10		82.50	
				A 391		1,842.63	
				A 2630.490-10		20,727.81	
						Check Total:	167,058.99
3045	03/12/2026	5529	Oneida Herkimer Madison BOCES	A 1620.490-10		96.70	
				A 1310.490-10		4,659.89	
				A 5510.490-10		267.47	
				A 2610.490-10		1,507.81	
				A 2825.490-10		10,766.97	
				A 2250.490-40		66,894.04	
				A 1910.490-10		152.50	
				A 2110.490-30		28,903.06	
				A 2010.490-20		6,316.32	

BROOKFIELD CSD

Check Warrant Report For A - 67: MARCH 2026 GENERAL FUND MANUAL CHECKS For Dates 3/1/2026 - 3/31/2026



Check # _____ Check Date _____ Vendor ID _____ Vendor Name _____

Account	PO Number	Check Amount	Liquidated
A 2815.490-10		1,901.16	
A 1670.490-10		*2,397.77	
A 2280.490-40		13,790.31	
A 1621.490-10		1,769.38	
A 1480.490-10		1,749.00	
A 1981.490-10		5,606.12	
A 1430.490-10		82.50	
A 391		1,842.63	
A 2630.490-10		20,727.81	

Number of Transactions: 3

Check Total: 169,431.44
 Warrant Total: 407,796.87
 Vendor Portion: 407,796.87

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 3 in number, in the total amount of \$407,796.87. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

 Date
 March 31, 2026

 Signature
 Carol D. [unclear]

 Title
 Office Assistant II

**BROOKFIELD CSD EXTRACURRICULAR CLUBS
QUARTERLY REPORT
12/31/2025-03/31/2026**

<u>CLUB</u>	<u>BALANCE AS OF 12/31/25</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>BALANCE AS OF 03/31/26</u>
FFA	\$ 11,166.16	\$ 1,500.00	\$ 2,252.07	\$ 10,414.09
CLASS OF 2025	\$ 4.10	\$ -	\$ -	\$ 4.10
CLASS OF 2026	\$ 3,151.69	\$ 828.00	\$ -	\$ 3,979.69
CLASS OF 2027	\$ 1,393.59	\$ 4.57	\$ -	\$ 1,398.16
CLASS OF 2028	\$ 972.05	\$ 291.08	\$ 57.68	\$ 1,205.45
CLASS OF 2029	\$ -	\$ 207.40	\$ -	\$ 207.40
CLASS OF 2030	\$ -	\$ -	\$ -	\$ -
BOYS VAR BASEBALL	\$ 849.69	\$ -	\$ -	\$ 849.69
GIRLS VAR SOFTBALL	\$ 4,071.80	\$ -	\$ -	\$ 4,071.80
NATIONAL HONOR SOCIETY	\$ 2,716.04	\$ 474.58	\$ -	\$ 3,190.62
PROM COMMITTEE	\$ 992.27	\$ 3,629.00	\$ 2,871.00	\$ 1,750.27
STUDENT COUNCIL	\$ 1,515.98	\$ 592.50	\$ 295.11	\$ 1,813.37
VARSITY CLUB	\$ 6,576.30	\$ 1,913.54	\$ 3,600.00	\$ 4,889.84
GIRL'S BASKETBALL	\$ 1,598.72	\$ -	\$ -	\$ 1,598.72
BOY'S BASKETBALL	\$ 354.27	\$ -	\$ -	\$ 354.27
YEARBOOK	\$ 2,636.04	\$ 436.51	\$ -	\$ 3,072.55
SALES TAX COLLECTED	\$ 906.98	\$ 324.50	\$948.10	\$ 283.38
	<u>\$ 38,905.68</u>			
			TOTAL	<u>\$ 39,083.40</u>

BANK STATEMENTS:

CHECKING ACCOUNT BALANCE AS OF 3/31/2026	\$ 39,126.02
RECONCILING ITEMS	
LESS OUTSTANDING CHECKS	<u>\$ 266.62</u>
DEPOSITS IN TRANSIT	\$ 224.00
	TOTAL
	<u>\$ 39,083.40</u>

PREPARED BY: Carol Fusino

SALES TAXES RECEIVED BY CLUB

<u>CLUB</u>	<u>BALANCE AS OF 12/31/24</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>BALANCE AS OF 03/31/25</u>
FFA	-		\$0.00	\$ -
CLASS OF 2025		0.00	\$0.00	\$ -
CLASS OF 2026	294.24	38.74	\$294.24	\$ 38.74
CLASS OF 2027	91.41	0.00	\$91.41	\$ -
CLASS OF 2028	81.39	22.97	\$81.39	\$ 22.97
CLASS OF 2029	-	16.60	\$0.00	\$ 16.60
CLASS OF 2030	-	0.00	\$0.00	\$ -
BOYS VAR BASEBALL	-	0.00	\$0.00	\$ -
GIRLS VAR SOFTBALL	-	0.00	\$0.00	\$ -
NATIONAL HONOR SOCIETY	-	37.82	\$37.82	\$ -
PROM COMMITTEE	-	0.00	\$0.00	\$ -
STUDENT COUNCIL	81.33	32.19	\$84.63	\$ 28.89
VARSITY CLUB	326.26	151.78	\$326.26	\$ 151.78
GIRL'S BASKETBALL	-			
BOY'S BASKETBALL	-			
YEARBOOK	32.35	24.40	\$32.35	\$ 24.40
	<u>906.98</u>	<u>324.50</u>	<u>\$948.10</u>	<u>\$ 283.38</u>

EXTRA CLASSROOM ACTIVITY FUNDS 2025-2026

	07/31/25	08/31/25	09/30/25	10/31/25	11/30/25	12/31/25	01/31/26	02/28/26	03/31/26	04/30/26	05/31/26	6/30/2026
FFA	11,366.16	11,366.16	\$ 11,366.16	11,366.16	\$ 11,166.16	\$ 11,166.16	\$ 12,666.16	11,171.83	\$ 10,414.09			
CLASS OF 2025	497.10	497.10	4.10	4.10	4.10	4.10	4.10	4.10	4.10			4.10
CLASS OF 2026	1,401.25	1,401.25	1,401.25	1,401.25	2,720.69	3,151.69	3,151.69	3,480.69	3,979.69			3,979.69
CLASS OF 2027	-	-	353.63	772.30	1,393.59	1,393.59	1,393.59	1,393.59	1,398.16			1,398.16
CLASS OF 2028	8.00	8.00	8	8.00	8.00	972.05	972.05	972.05	1,205.45			1,205.45
CLASS OF 2029						0	0		207.40			
CLASS OF 2030												
BOYS VARSITY BASEBALL	517.69	517.69	849.69	849.69	849.69	849.69	849.69	849.69	849.69			849.69
GIRLS VARSITY SOFTBALL	4,071.80	4,071.80	4,071.8	4,071.80	4,071.8	4,071.8	4,071.80	4,071.80	4,071.80			4,071.80
NATIONAL HONOR SOCIETY	2,716.04	2,716.04	2,716.04	2,716.04	2,716.04	2,716.04	2,716.04	2,716.04	2,716.04			2,716.04
PROM COMMITTEE	992.27	992.27	992.27	992.27	992.27	992.27	992.27	1,075.27	1,750.27			1,750.27
STUDENT COUNCIL	1,523.53	1,523.53	1,515.98	1,515.98	1,515.98	1,515.98	1,515.98	1,557.14	1,813.37			1,813.37
VARSIY CLUB	5,425.35	5,425.35	5,425.35	5,425.35	8,336.69	8,529.29	8,529.29	4,929.29	6,842.83			6,842.83
YEARBOOK	1,796.59	1,796.59	1,796.59	2,636.04	2,636.04	2,636.04	2,636.04	2,766.04	3,072.55			3,072.55
SALES TAXES COLLECTED	357.96	357.96	366.33	422.01	810.19	906.98	906.98	910.28	283.38			283.38
INTEREST NOT YET POSTED	-	-	-	-	-	-	-	-	-			-
FUNDS TOTAL	30,673.74	30,673.74	\$ 30,867.19	32,180.99	\$ 37,221.24	\$ 38,905.68	\$ 39,755.68	\$ 35,897.81	\$ 39,083.40			\$ -
CHECKING BALANCE	31,340.36	30,940.36	\$ 31,133.81	32,447.61	\$ 37,487.86	\$ 39,172.30	\$ 40,272.30	\$ 35,660.97	\$ 39,126.02			\$ -
BANK ERROR TO BE CORRECTED	-	-	-	-	-	-	-	-	-			\$ -
ADD: DEPOSITS IN TRANSIT	-	-	-	-	-	-	-	503.46	224.00			\$ -
LESS: OUTSTANDING CHECKS	(666.62)	(266.62)	(266.62)	(266.62)	(266.62)	(266.62)	(516.62)	(266.62)	(266.62)			\$ -
RECONCILED BANK TOTAL	30,673.74	30,673.74	\$ 30,867.19	32,180.99	\$ 37,221.24	\$ 38,905.68	\$ 39,755.68	\$ 35,897.81	\$ 39,083.40			\$ -

PREPARED BY: Carol Prisco

**Brookfield Central School
Board Action Sheet**
Meeting 03/25/2026

Committee: CSE Sub Committee

ID 000012454 **DOB** 09/02/2016 **Gender** M **Grade** 003 **Disability** Learning Disability **12Mth**

03/25/2026 @ 10:00 am - Annual Review

Outcome: IEP Change: Remains Classified

Primary	Start Date	Fut End Date	Service	Freq/Cycle/Minutes	Delivery Recommendation	School/Location
Yes	09/02/2025	06/26/2026	Resource Room	5/Weekly/36	Group	Brookfield Elem School/Resource Room
	09/02/2025	06/26/2026	Speech/Language Therapy	1/Weekly/30	Group	Brookfield Elem School/Therapy Room
	09/02/2025	06/26/2026	Speech/Language Therapy	1/Weekly/30	Individual	Brookfield Elem School/Therapy Room
	09/02/2025	06/26/2026	Physical Therapy	1/Weekly/30	Group	Brookfield Elem School/Therapy Room
	09/02/2025	06/26/2026	Occupational Therapy	1/Weekly/30	Individual	Brookfield Elem School/Therapy Room
	09/02/2025	06/26/2026	Counseling	1/Weekly/30	Group	Brookfield Elem School/Therapy Room
	03/26/2026	06/26/2026	15:1 Math Instruction	5/Weekly/36	15 students/ 1 teacher	Brookfield Elem School/15:1 Classroom
Yes	09/03/2026	06/25/2027	Resource Room	5/Weekly/36	Individual	Brookfield Elem School/Resource Room
	09/03/2026	06/25/2027	Occupational Therapy	1/Weekly/30	Individual	Brookfield Elem School/Therapy Room
	09/03/2026	06/25/2027	Counseling	1/Weekly/30	Group	Brookfield Elem School/Therapy Room
	09/03/2026	06/25/2027	Physical Therapy	1/Weekly/30	Group	Brookfield Elem School/Therapy Room
	09/03/2026	06/25/2027	15:1 Math Instruction	5/Weekly/36	15 students/ 1 teacher	Brookfield Elem School/15:1 Classroom
	09/03/2026	06/25/2027	Speech/Language Therapy	2/Weekly/30	Individual	Brookfield Elem School/Therapy Room

Minutes

An Annual Review was held for the 3rd grade student. The CSE recommends the student be placed in the 15:1 Math Class due to the student's delays in math. The CSE recommends the following services for the 2026-2027 school year: 15:1 Math 5x36 minutes weekly, Resource Room 5x36 minutes weekly, Counseling 1x30 m/w (G), Speech/Language Therapy 2x30 m/w (I), Occupational Therapy 1x30 m/w (I), and Physical Therapy 1x30 m/w (G).

Brookfield Central School
Board Action Sheet
 Meeting 03/18/2026

Committee: Committee on Special Education

ID 000012199 **DOB** 01/20/2010 **Gender** F **Grade** 010 **Disability** Learning Disability **12Mth**

03/18/2026 @ 12:30 pm - Reevaluation/Annual

Outcome: IEP Change: Remains Classified

Primary	Start Date	Fut End Date	Service	Freq/Cycle/Minutes	Delivery	Recommendation	School/Location
Yes	09/02/2025	06/26/2026	Resource Room	5/Weekly/43	Direct		Brookfield High School/Resource Room
	09/02/2025	06/26/2026	Direct Consultant Teacher Services	5/Weekly/43	Direct		Brookfield High School/General Education Social Studies Classro
	09/02/2025	06/26/2026	Direct Consultant Teacher Services	5/Weekly/43	Direct		Brookfield High School/General Education English Classroom
	09/02/2025	06/26/2026	Direct Consultant Teacher Services	5/Weekly/43	Direct		Brookfield High School/General Education Science Classroom
Yes	09/03/2026	06/25/2027	Resource Room	5/Weekly/43	Direct		Brookfield High School/Resource Room
	09/03/2026	06/25/2027	Direct Consultant Teacher Services	5/Weekly/43	Direct		Brookfield High School/General Education Social Studies Classro
	09/03/2026	06/25/2027	Direct Consultant Teacher Services	5/Weekly/43	Direct		Brookfield High School/General Education English Classroom

Minutes

An Annual/Reevaluation was held for the 10th grade student. The student continues to meet the eligibility criteria for a student with a learning disability. The CSE recommends the following services for the 2026-2027 school year: Direct Consultant Teacher Service-ELA 5/43 m/w, Direct Consultant Teacher Service-SS 5x43 m/w, and Resource Room 5x43 m/w.

AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, a municipality of the State of New York, James J. Cunningham, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and Brookfield Central School District, with principal offices at 1910 Fairground Rd., Brookfield, NY 13314, hereinafter called the "District";

WITNESSETH

WHEREAS, the County of Madison, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Brookfield Central School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

WHEREAS, in order to facilitate such a use of SPOs, the County of Madison and the Brookfield Central School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

NOW THEREFORE, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
 - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
 - B. To increase the physical law enforcement presence within the District facilities;
 - C. To decrease the number of incidents involving outside police intervention at the District facilities;
 - D. To increase a sense of safety and order within the school setting; and
 - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have SPOs on site at all District contracted campuses each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.
- III. **TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2027, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on

July 1st of that year, and conclude on June 30th of the following year, consistent with the District's fiscal calendar.

IV. **DUTIES OF THE SPOs:** The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;
- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.
- U. The SPOs shall be prohibited from detaining or questioning students about their immigration status.

- V. The SPOs will not remain in a stationary position for a prolonged period of time. SPOs are expected to maintain an active patrol of the entire school without developing a recognizable routine.
- W. Active patrol includes interior and exterior checks of the building and being present during high population activities such as; gym class, lunch and recess or during exterior activities.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- a. The Sheriff further agrees to provide SPOs who:
 - 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - 2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 - 3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - 4. Meet all education and experience requirements set forth by Madison County and New York State; and
 - 5. Also demonstrate:
 - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - c. A working knowledge of social services providers and other community justice and school resources;
 - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - e. A genuine interest in at-risk youth; and
 - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

VI. **RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;

- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;
- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MSCO supervisory personnel and request their services for a police response.

VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- E. The following addenda hereto shall be incorporated into this Agreement, and shall supersede any inconsistent provisions in the Agreement:
 - Addendum A: Parents' Bill of Rights for Data Privacy and Security
 - Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
 - Addendum C: County's Data Security and Privacy Plan

VIII. RESOLUTION OF ISSUES/TERMINATION:

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

IX. COMPENSATION:

- A. Basic Payment: The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District, or their designee, as detailed herein.
- B. The Parties agree that the District, or their designee, shall pay compensation to the County at 50% of the hourly rate of \$33.57/hr per Special Patrol Officer position from July 1, 2026 to December 31, 2026. The District shall pay 50% of the hourly rate of \$35.08/hr per Special Patrol Officer position from January 1, 2027 to June 30, 2027.
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the overtime hourly rate of \$50.36/hr from July 1, 2026 to December 31, 2026 and \$52.62/hr from January 1, 2027 to June 30, 2027.
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

- X. **INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits

to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

XI. INDEMNIFICATION/HOLD HARMLESS:

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

XII. INSURANCE:

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above

shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. **NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. **SUSPENSION OF WORK:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve

sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.

- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. **NOTICE:**

All notices to the County should be sent to:
Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to the Sheriff at:
Madison County Sheriff's Office
138 N. Court Street, Bldg. #7
Wampsville, New York 13163

All notices to the District should be sent to:
Attn: Superintendent of Schools
Brookfield Central School District
1910 Fairground Rd.
Brookfield, NY 13314

- XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2027, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.
- XVII. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other

term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XIX. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

XX. **RESTRAINTS:** SPOs shall comply with all applicable laws, regulations, and District policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case SPOs shall comply with all applicable laws, regulations, and District policies in connection with such arrest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED:

By: _____
James J. Cunningham
Chairman, Board of Supervisors


MADISON COUNTY SHERIFF'S OFFICE

DATED:

By: _____
Todd M. Hood
Madison County Sheriff

BROOKFIELD CENTRAL SCHOOL DISTRICT

DATED:

By:  _____
Ronald Wheelock
Interim Superintendent

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **James J. Cunningham**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **Todd M. Hood**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MADISON)

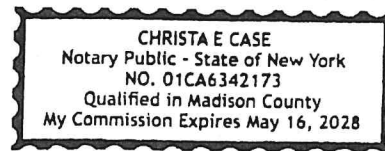
On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in Madison County

My Commission Expires: 5/16/2028

Christa E Case
Notary



Addendum A: PARENTS' BILL OF RIGHTS

Located at the following website: <https://www.brookfieldcsd.org/parents/data-privacy-security>

Addendum B: PARENT’S BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by County (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Brookfield Central School District (the “District”) dated July 1, 2026 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the District in the format in which it was provided and/or destroyed by the Contractor as directed by the District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the District in a Contractor’s product and/or service by following the District procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by District in Contractor’s product and/or service by following the appeal procedure in the District APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the District will be stored on the Contractor’s servers in a manner consistent with applicable law. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C - COUNTY DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Brookfield Central School District (hereinafter “District”) and County (the “Contractor”) entered into an agreement dated July 1, 2026 (hereinafter “Agreement”) which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter “Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the District.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the District’s Data Security and Privacy Policy in the following way(s): Contractor will only use personally identifiable student data (as defined in 8 NYCRR 121.1) and teacher or principal data (as defined in 8 NYCRR 121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the District Parents’ Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: on an annual basis.
5. Subcontractors:
Contractor shall not utilize subcontractors.
6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. Contractor will promptly notify District of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.
7. Termination of Agreement.
 - a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
 - b. If requested within 15 days of termination of the Agreement, Contractor shall Return all data to the District using a mutually agreed to format.
8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR 121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of July 1, 2026.

Contractor: Madison County

By: _____

Title: Chairman, Board of Supervisors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OneGroup NY, Inc 182 Main Street Oneida NY 13421	CONTACT NAME: Julie Herb, MBA, CIC, CISR, FIPC PHONE (A/C, No., Ext): 315-280-6329 E-MAIL ADDRESS: jherb@onegroup.com	FAX (A/C, No.): 315-363-2183
	INSURER(S) AFFORDING COVERAGE	
INSURED County of Madison P.O. Box 635 North Court Street Wampsville NY 13163	INSURER A: Allied World Surplus Lines Insurance Co NAIC # 24319	
	INSURER B: PENNSYLVANIA MANUFACTURERS 12262	
	INSURER C: GUARDIAN LIFE INSURANCE COMPANY OF 64246	
	INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 42809572

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8226001582352	1/1/2026	1/1/2027	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/POP AGG \$5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8226001582352	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			03099469	1/1/2026	1/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B	NYS Disability Public Officials E&O Liability			943458 8226001582352	7/1/2024 1/1/2026	6/30/2026 1/1/2027	Statutory Coverage \$5,000,000 per claim \$5,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured on a primary & non-contributory basis as required by written contract or agreement per policy forms and endorsements.

CERTIFICATE HOLDER

CANCELLATION

Brookfield Central School District 1910 Fairground Rd Brookfield NY 13314	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only) County of Madison</p> <p>P.O. Box 635 Wampsville, NY 13163</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 315-366-2221</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Brookfield Central School District</p> <p>1910 Fairground Rd</p> <p>Brookfield, NY 13314</p>	<p>3a. Name of Insurance Carrier GUARDIAN LIFE INSURANCE COMPANY OF AMERICA</p> <p>3b. Policy Number of Entity Listed in Box 1a 943458</p> <p>3c. Policy Effective Period 07/01/2024 to 06/30/2025</p>
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4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.

B. Disability benefits only.


C. Paid Family Leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 4/2/2026 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 315-280-6329 Name and Title Pierre Morrisseau Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Address Only) Madison County PO Box 636 Wampsville, NY 13163	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" 315-366-2371
1b. Effective Date of Membership in the Group 01/01/2001	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included (only check box if all partners/officers included) <input type="checkbox"/> All excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of business referenced in Box "1a" 15-6000459
2. Name and Address of the Equity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Brookfield Central School District 1910 Fairgrounds Rd Brookfield, NY 13314	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

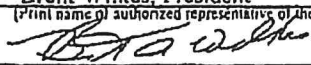
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Brent Wilkes, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  04/07/2026
(Signature) (Date)

Title: President

Telephone Number: 1-888-737-6269

ACADEMIC RECOGNITION

The Board of Education values excellence and wishes to inculcate in students the desire to do their best in all things. It shall be the policy of this Board, therefore, to recognize outstanding academic accomplishment.

The Board authorizes the recognition at the end of the thirty weeks of the senior year of the secondary school graduate with the highest average and the secondary school graduate with the second highest academic average.

Students in grades 7-12 must take a minimum of five full subjects (BOCES counts for two) to be considered for National Honor Society and for the school honor roll. Band, chorus, and physical education will not be considered as part of the five qualifying subjects for Honor Society.

An honor roll will be published four times each year to coincide with the four marking periods. There shall be two classifications: High Honor, overall average of 90 or better; and Honor, overall average of 85 or better. Rounding of averages will be used. All subjects, with the exception of band, chorus, physical education and art, will be included in the average.

To qualify for honor or high honor, no mark in the average group can be below 65.

Brookfield Central School District

Adopted: 10/09/95

Revised: 05/28/08, 09/09/09, 04/14/26

SUPPORT OPERATIONS

DISTRICT-WIDE SCHOOL SAFETY PLAN AND BUILDING-LEVEL EMERGENCY RESPONSE PLANS

I. Statement of Policy

A. Plan Adoption and Re-adoption

As required by State law, the Board of Education (the Board) has adopted a comprehensive District-Wide School Safety Plan and a Building Level Emergency Response Plan regarding crisis intervention and emergency response and management for each building in the Brookfield Central School District (the District), and reviews and updates those plans annually by September 1st of each succeeding year.

B. Chief Emergency Officer

The Superintendent is designated as the District's Chief Emergency Officer. The Chief Emergency Officer is responsible for coordinating communication between school staff and law enforcement and first responders, ensuring staff understanding of the District-Wide-level School Safety Plan, and ensuring the annual review and updating of each Building-Level Emergency Response Plan.

II. District-Wide School Safety Plan

A. Safety Team

The Board shall appoint a District-Wide School Safety Team, which shall include, but not be limited to, representatives of the school Board, teacher, administrator, and parent organizations, school safety personnel, and other school personnel including bus drivers and monitors to develop a comprehensive District-Wide School Safety Plan.

B. Contents of Safety Plan

The District-Wide School Safety Plan shall include, at a minimum, all the elements required by Commissioner's Regulation 155.17(c)(1) and Education Law §2801-a (2). ~~The Plan shall provide that the communication liaison in the event of an emergency affecting the District shall be the District Superintendent of the Oneida-Herkimer-Madison BOCES.~~

new deletion
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C. Review and Update

1. The District-Wide School Safety Plan is reviewed and updated at least annually by the District-Wide School Safety Team, which shall make

SUPPORT OPERATIONS

DISTRICT-WIDE SCHOOL SAFETY PLAN AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

recommendations to the Board concerning appropriate amendments to the Plan.

- 2. The District-Wide School Safety Plan must be made available for public comment at least thirty (30) days prior to adoption by the Board of any proposed amendments to the Plan. The Board may adopt an amended District-Wide School Safety Plan only after at least one (1) public hearing has been held.

D. File with Commissioner of Education

A copy of the District-Wide School Safety Plan and any amendments to the Plan shall be filed with the Commissioner of Education within thirty (30) days of approval by the Board, but not later than October 1st of each year.

III. Building-Level Emergency Response Plan

A. Response Team

- 1. The Principal of each school building shall appoint a Building-Level Emergency Response Team, which shall include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel, other school personnel, including bus drivers and monitors, community members, local law enforcement officials, local ambulance, fire officials or other emergency response agencies, and any other representatives the Board deems appropriate.
- 2. The Building-Level Emergency Response Team shall develop an school Emergency Response Plan, which shall be kept confidential and shall not be disclosed except to authorized school staff and law enforcement officers.

B. Contents of Response Plan

The Building-Level Emergency Response Plan shall include at a minimum all the elements required by Commissioner's Regulation 155.17(c)(4 2) and Education Law §2801-a (3). ~~The Plan shall provide that the communication liaison in the event of an a local or state emergency affecting the District, the communication liaison shall be the District Superintendent of the Oneida Herkimer Madison BOCES.~~

new deletion
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C. Review and Update

SUPPORT OPERATIONS

DISTRICT-WIDE SCHOOL SAFETY PLAN AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

The Building-Level Emergency Response Plan is reviewed and updated at least annually by the Building-Level Emergency Response Team.

D. File with Law Enforcement

A copy of each Building-Level Emergency Response Plan and any amendment shall be filed with appropriate local law enforcement officials and with the State Police within thirty (30) days after approval by the Board, but not later than October 1st of each year.

IV. Implementation and Training

A. Notice to Commissioner

new language

The Superintendent shall notify the Commissioner as soon as possible whenever the emergency plan or Building-Level ~~Emergency Response~~ safety Plan is activated and results in the closing of a school building in the District, except that closures due to routine snow emergencies will not be reported.

B. Staff Training

new language

1. All District and school staff shall receive annual training by September 15th of each school year, or within thirty (30) days of hire, whichever is sooner, on the Building-Level Emergency Response Plan.

new language

2. This safety training shall include components of violence prevention and mental health, and any other training required by NYS Education Law 2801-a.

3. The Superintendent shall be responsible for making the necessary certification of this training to the State Education Department.

C. Annual Information for Students and Staff

The Superintendent shall provide written information, by October 1st of each school year, to all students and staff about emergency procedures.

D. Emergency Drill

The District shall, at least once every school year, conduct one (1) test of its emergency procedures.

V. Response to Student Conduct

DISTRICT-WIDE SCHOOL SAFETY PLAN AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

School personnel have primary responsibility for responding to student misconduct that violates, or may violate the District's Code of Conduct. Law enforcement personnel should be asked to intervene only when intervention by school personnel would create unreasonable risk to the school personnel or other persons, including the offending student, or when the additional training, techniques, and equipment available to law enforcement personnel is necessary to prevent additional injury to affected persons, including the offending student, or to restore order.

VI. Contracts With Law Enforcement or Other Security Agencies

A. Board Responsibility

The Board is responsible for determining whether, when, and to what extent District funds shall be used to engage the assistance of law enforcement or other security agencies, and the proper role of those personnel in the schools. When the Board decides to secure the assistance of law enforcement or other security agency personnel, it shall do so by contract, memorandum of agreement, or other legally binding agreement.

B. Development of a School Security Services Agreement

1. The contract or memorandum of agreement for the procurement of law enforcement or other security agency services shall be developed with input from a working group consisting of representatives of: the Board, parents, students, school administrators, teachers, other school personnel, collective bargaining units, parent and student organizations, community members, probation officers, prosecutors, defense counsel, and courts that are familiar with school discipline matters. Whenever feasible, the representatives of the school community shall be drawn from the District-Wide School Safety Team.
2. When the District enters into an agreement for the procurement of school security services, the agreement shall include, but not be limited to, the following elements:
 - a. define the relationship between the District and the contracted school security personnel;
 - b. coordinate with the District's Code of Conduct.
 - c. delegate to school personnel the role of school discipline; and
 - d. define the roles and responsibilities of the law enforcement or security personnel within the school community.

SUPPORT OPERATIONS

DISTRICT-WIDE SCHOOL SAFETY PLAN AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

- 3. A school security services agreement approved by the Board shall be incorporated into the District-Wide School Safety Plan and published with the Plan.

VII. Local or State Emergency

new language
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The Plan shall provide that, in the event of a local or state emergency affecting the District, the communication liaison shall be the Superintendent of the Oneida-Herkimer-Madison BOCES.

Brookfield Central School District

Legal Ref: NYS Education Law §§917, 2801-a (n); 8 NYCRR 155.17, Safe Schools Against Violence in Education Act (SAVE); NYS Fire Prevention and Building Code; and NYSED Manual of Planning Standards

Adopted: 10/09/95

Revised: 03/22/06, 12/07/16, 04/22/20, 03/10/26, _____

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

I. Statement of Policy

- A. Digital information systems are important to achieving the Brookfield Central School District's (the District) educational goals and conducting business operations in an efficient manner. The District Board's goal is to provide students and staff with digital technology tools that are appropriate to support the District instructional goals and operational needs, consistent with a prudent use of the District's financial resources.
- B. When used in this Policy, the terms "digital information systems" or "digital information assets" are used interchangeably and includes computers of any size and form factor (including smartphones and tablets), network servers, routers, cables, interactive white boards, video conferencing equipment, switches, applications ("apps"), software, and software as a service (SaaS) that is owned, leased, or licensed by the District, or that the District has the use of through a cooperative educational services agreement (CoSer), and that is used to deliver District instructional programming or to conduct District operations.
- C. This Policy applies to the use of all District-managed devices, including mobile devices such as laptop computers and digital tablets, used to deliver District instructional programming or to conduct District operations, whether the equipment is used by staff, students, or members of the public.
- D. This Policy also applies to the use of digital devices that are not District-managed devices but are used to access and connect to the District's network, whether the device is owned or used by a staff member, student, or member of the public.
- E. Anyone who uses any part of the District's digital information systems is expected to comply with the standards of use set forth in this Policy, whether that person is a staff member (employees and volunteers), student, contractor, or member of the public (including parents and community members).
- F. In addition to the standards set forth in this Policy for use of the District's digital information systems, users of those systems must comply with all Board-adopted policies and related regulations, including but not limited to, the Code of Conduct, the Internet Safety Policy, the District's policies prohibiting harassment, discrimination, and bullying, Title IX, and other related Board policies.

II. District Accountability for Use of Digital Information Systems

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

- new deletion* →
- A. The District Board recognizes the District’s responsibility to monitor the use of its digital information assets and systems to ensure that they are used for their intended purposes, and that the use of those assets does not expose the District to unnecessary risk. This monitoring includes the use of filtering and other security protocols, which may include blocking certain networks or websites (including but not limited to social media sites), to protect the District’s digital assets and systems. ~~The Superintendent or designee shall develop procedures and operating protocols that provide for the periodic review of access logs and filtering logs for the purpose of identifying possible misuse of the District’s assets.~~
 - B. The District reserves the right to inspect the contents of any digital files, folders, images, or other digital information created, modified, stored, accessed, or transmitted using the District’s digital information assets.
 - 1. The only information that should be created, modified, stored, or transmitted using the District’s digital information systems is information that is necessary to or supportive of the District’s education program or business operations. Individuals do not have an expectation of personal privacy in any information created, stored, accessed, or transmitted by the individual using the District’s digital information systems. This includes any passwords to an individual’s personal internet accounts that the individual chooses to store on the District’s digital information systems.
 - 2. The Superintendent or designee shall ensure that staff, students, and the public are periodically advised that any information created, modified, stored, or transmitted using the District’s digital information systems may be examined by the District for such reasons as to ensure that the systems are being properly used, or to comply with obligations under laws such as the Freedom of Information Law (FOIL), the Family Educational Rights and Privacy Act (FERPA), NYS Education Law 2-d, and litigation discovery procedures.
 - C. The District is not responsible for the quality, availability, accuracy, nature, or reliability of internet service beyond the point at which the District’s digital information systems connect to the internet. Not all information found on the internet is accurate or reliable, and each user is responsible for verifying the integrity and authenticity of information that the user finds on the internet.
 - D. The District maintains its digital information systems for the sole purpose of delivering its educational program and conducting its business operations, and the digital information system shall not be deemed to be a public forum or limited public forum.

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

III. Responsible Use of Digital Information Systems and Assets

- A. Instructional and non-instructional staff are provided with access to the District's digital information systems for the purpose of performing their work duties. Use of the systems for any other purpose may be classified as unacceptable work performance and may be subject to counseling or discipline consistent with applicable laws and collective bargaining agreements. Limited personal use for such purposes as brief communication with family members may be acceptable, but staff members should keep in mind that any data created by personal use remains subject to review by the District.
- B. Students are provided with access to the District's digital information systems for the purpose of completing instructional assignments under the guidance of a teacher. Use of the systems in a manner that does not comply with the standards in this Policy or another policy, or guidance issued by the Superintendent or their designee, may result in disciplinary action consistent with the District's Code of Conduct.
- C. Members of the public may access the District's digital information systems to support a child's education (e.g., Parent Portal to access grades), to communicate with staff, or for personal reasons (e.g., WiFi access). ~~The Superintendent or designee shall develop and implement procedures and protocols so that members of the public are reasonably advised of their responsibility to adhere to the standards set forth in this and other District Board Policies, and are reasonably advised that information created, modified, stored, accessed, or transmitted through the District's digital information systems are not considered private, except to the extent explicitly provided by law.~~
- D. Users must not engage in conduct that may compromise the security of the District's digital information systems.
 - 1. A user may not access the systems with any username/password other than the username/password given to the user by the authorized District staff member.
 - 2. A user may not disclose the user's assigned password to anyone except a District staff member authorized to have access to that user's password.
 - 3. A user may not download or install any program, app, content, or other software that has not been approved for installation by the District.

new deletions
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ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

4. A user may not circumvent, or attempt to circumvent, any computer security measure implemented by the District or required by any service provider or program as a condition for using a service or program.
 5. A user may not download, create, or distribute a virus, Trojan horse, adware, or other malware, or add files to or delete files that change the function or operation of the digital information systems.
- E. Users must understand and respect the capacity of the digital information systems and the need to accommodate other users. Therefore, users shall not engage in activities that use a disproportionate share of the system's assets, such as creating or disseminating commercial advertising, political fundraising, mass mailings (unless pre-approved District-related purposes), or playing online games that have not been incorporated into course material.
- F. Users must respect the rights of other individuals regarding content those individuals have created. A user cannot download or use content in violation of copyright laws, including music, movies, artwork, photographs, and programs.
- G. Users may not access, upload, download, or distribute material that is pornographic, obscene, or sexually explicit. This includes a prohibition of "sexting", which is the transmission of images, text, and/or links to content that are sexually explicit, often sent and received through SMS, MMS, or social media.
- H. Users may not create or distribute information that is disrespectful of other persons or groups, or that is illegal, defamatory, abusive, intimidating, harassing, discriminatory, or bullying, or the creation or distribution of which is illegal.
- I. Users may not participate in chat rooms, instant messaging, or e-mail that is not specifically permitted by a staff member as a legitimate District-related purpose.
- J. Users may not receive, send or display unsolicited non-educational related messages or pictures.
- K. Users may not access the internal components of a computer or other device, except as instructed by an authorized member of the District's instructional technology staff or other technical consultants.
- L. Users may not access, trespass, or "hack into," other user accounts or files or directories that the user is not authorized to access.

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

- M. Users may not use the District’s digital information systems to conduct business transactions not related to their District responsibilities, or to perform work on behalf of any non-school organization.
- N. Users may not engage in any activity using the District’s digital information systems that violates any local, State, or federal law. District staff who encounter, or are made aware of, inappropriate or illegal materials or content on District accounts, computers, devices, or elsewhere, should immediately report it to their supervisor, or the District’s Title IX Coordinator, Compliance Coordinator, or DASA Coordinator.
- O. Users who engage in inappropriate use of the digital information systems may have their access rights modified or revoked or be subject to discipline consistent with the Code of Conduct and applicable laws and collective bargaining agreements.
- P. Use of Artificial Intelligence Systems (AI)

1. ~~The District commits to using AI responsibly, fairly, safely, and with respect for the principles of academic integrity, honesty, and educational and professional ethics. The use of AI by staff and students must also be in accordance with applicable state and federal laws, including but not limited to:~~

- a. ~~NYS Education Law 2-d;~~
- b. ~~FERPA;~~
- c. ~~NYS Technology Law 208;~~
- d. ~~District policies, including but not limited to:~~
 - i. ~~data security and privacy policies; and~~
 - ii. ~~the Code of Conduct;~~
- and
- e. ~~data privacy agreements with third-party contractors and vendors~~

2. ~~There are a variety of AI products and programs available. These include but are not limited to products that use Generative AI (GenAI), that are built and enhanced by large language models (LLMs), or train AI products~~

*Relocated
to Section P,
#2*

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

~~and programs using customer input. Information entered into AI products and programs may be accessible to others due to data sharing or breaches.~~

1. Definitions

a. Artificial Intelligence System (AI System) – a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments that, when used, may directly impact the public. AI Systems use machine- and human-based inputs to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and use model inference to formulate options for information or action.

i. An AI system includes but is not limited to systems that use machine learning, large language model, natural language processing, and computer vision technologies, including generative artificial intelligence.

ii. An AI system shall not include basic calculations, basic automation, or pre-recorded rule-based conditional logic response systems with predefined triggers that automatically initiate predetermined actions, such as If This Then That (IFTT) systems.

b. For purposes of this Policy, “directly impact the public” means when the use of an AI System would control, have a material impact on, or meaningfully influence the outcome of activities that impact the safety, welfare, or rights of the public. Such activities include but are not limited to assessments or decisions about individuals including in law enforcement, housing, hiring and employment, financial, educational, or healthcare contexts, decisions regarding access to or eligibility for government benefits or about child welfare, or the functioning of emergency services or critical infrastructure.

2. The District commits to using AI Systems responsibly, fairly, safely, and with respect for the principles of academic integrity, honesty, and educational and professional ethics. The use of AI Systems by staff and students must also be in accordance with applicable state and federal laws, including but not limited to:

new additions

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PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

- e. NYS Education Law 2-d;
 - f. FERPA;
 - g. NYS Technology Law 103-e and 208;
 - h. Copyright and Intellectual Property laws;
 - i. District Policies and
 - f. data privacy agreements with third-party contractors and vendors
3. Staff and students must understand that there are risks associated with the use of AI Systems, including but not limited to:
- a. implicit bias;
 - b. hallucinations;
 - c. incorrect results; and
 - d. the AI System product or platform using data input by the user for training its products or LLMs.

Staff and students must think critically, fact-check AI outputs, be cautious when inputting data and information, and use primary, non-AI sources and references when using AI System as a tool in their studies and their professional work.

4. Staff and students are prohibited from inputting certain types of data into AI products and software and are prohibited from creating certain outputs using AI Systems and software.
- a. Prohibited input includes but is not limited to:
 - i. Materials, information, and/or data that are protected by copyright, trademark, intellectual property, or other federal or state law or regulation;
 - ii. Proprietary information or data;
 - iii. Confidential information or data such as student and employee records;
 - iv. Student and employee personal information including but not limited to:
 - (1) log ins,
 - (2) usernames,
 - (3) student IDs,
 - (4) names and addresses of students or, parents/guardians names
 - (5) other personal information to create vendor or product accounts or sign-ups to utilize AI Systems or other digital products or vendors.

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- b. Additional prohibited uses of AI Systems include but are not limited to generating or distributing content that:
 - i. is harmful or illegal.
 - ii. facilitates discrimination, harassment, or bullying.
 - iii. includes hate speech, is violent, or incites violence.
 - iv. is sexually explicit.
 - v. exploits or manipulates individuals.
 - vi. is defamatory.
 - vii. includes deepfakes or other similar outputs that are made using videos or photos to digitally alter the face, body, voice, or other identifying characteristics of an individual for malicious purposes.
 - viii. facilitates spam, phishing emails, malicious code, malware, or other deceptive or illegal communications or practices.
 - ix. engages in misrepresentation or misleading activities, such as fraud, scams, deceptive actions, misleading claims or representations, or impersonations.
 - x. otherwise violates federal or state laws or regulations.

5. Students and staff may only use AI Systems products or programs that have been approved by the Superintendent or their designee and conform with Education Law 2-d and any other applicable state or federal laws.

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~~6. Staff and students must ensure their use of AI aligns with District policies and any related Regulations or internal procedures. Use of AI that plagiarizes or violates copyright protections, includes inaccurate information, or other misuse may result in discipline.~~

Relocated to #6
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~~a. Violations of the use of AI by staff or students shall be dealt with in accordance with the District Code of Conduct or other applicable policies.~~

~~b. Consequences for violations may include:~~

Relocated to #7
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~~a. Revocation of access and/or discipline, up to and including suspension for students;~~

~~b. Revocation of access, counseling memos, and discipline, up to and including termination, pursuant to applicable laws and collective bargaining agreements, if any, for staff.~~

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6. Violations of the use of AI Systems by staff or students shall be dealt with in accordance with the District Code of Conduct or other applicable policies.

7. ~~Consequences for violations of this Policy may include:~~

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~~a. Revocation of access and/or discipline, up to and including suspension for students;~~

~~b. Revocation of access, counseling memos, and discipline, up to and including termination, pursuant to applicable laws and collective bargaining agreements, if any, for staff.~~

7. Consequences for violations of this Policy may include:

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a. Revocation of access and/or discipline, up to and including suspension for students;

b. Revocation of access, counseling memos, and discipline, up to and including termination, pursuant to applicable laws and collective bargaining agreements, if any, for staff.

IV. Physical Environment and Security

A. The physical assets that are incorporated into the District's digital information systems (hardware) are both valuable and vulnerable. To the extent feasible in existing facilities, network servers and other critical infrastructure shall be installed in physical locations that provide appropriate ventilation, electrical supply, and an absence of potential risks (e.g., water leaks). Future facility plans shall include consideration of proper physical spaces to house digital network infrastructure.

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~~B. The Superintendent or designee shall adopt a protocol for limiting access to spaces housing network servers and other critical infrastructure, and for logging the identity of those accessing those spaces and the dates of access.~~

B. If a District-managed mobile device is assigned to a student or staff member for their dedicated use, a record shall be made identifying the device, the person to whom it is assigned, the date of the assignment, and the date of the expected return of the device. All devices shall be returned to the Instructional Technology Department no later than June 30th of each school year, unless prior arrangements have been made with the IT Department.

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- C. A staff member or student may take possession of an assigned device only after providing the Instructional Technology Department with the required personal information such as name, address, phone number, parents' names, address(es) and phone numbers for student devices, and any other information required by the IT Department.
- D. The user, and in the case of devices provided to a student, their parent(s)/guardian(s), must also acknowledge and agree that by accepting the device, and upon receipt of a copy of this Policy, that they will comply with this Policy. The user, and in cases of devices provided to students, their parents, acknowledge and agree to the following conditions with respect to the device and any related equipment provided with the device:
1. Use of the device must conform to the standards of responsible use set forth in this Policy, any corresponding Regulations, and all other applicable District policies and rules, whether the device is connected to the District's digital information systems or not;
 2. The device remains the property of the District, and must be returned to the District at the designated time or when the user ceases to be affiliated with the District, if earlier;
 3. The user will take reasonable care to protect the device from damage due to dropping or other physical shock, inclement weather, spillage of food or other substances, and other physical dangers;
 4. The user will lock the device using the assigned password, will not share that password with anyone other than an authorized District employee or designee, and will not allow any other person to use the device;
 5. The software installed on the device is owned by or licensed to the District, and the user may not copy or alter the installed software; the user will not install or download any software, program, application, or executable code onto the device that is not approved by an authorized District employee or designee;
 6. The user acknowledges that the device may be equipped with software installed by the District to protect the device from damage from viruses or other malware, which may prevent the user from installing software or making other changes to the device, and the user agrees not to attempt to remove, neutralize, or circumvent this security measure;

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7. The District retains the right to examine the device and its contents, and may do so remotely, and the user has no expectation of privacy in any information created, modified, stored, or transmitted with the device; and
8. If the device is damaged through the gross negligence of the user, the user will be responsible for compensating the District for the damage.

~~The user's acceptance and use of the device includes a review and acceptance of the District's terms and conditions relative to its network, any devices on its network, and District devices. By signing the acceptable use policy form, the user acknowledges the District's terms and this Policy and agrees to abide by them.~~

V. User Access Rights

- A. The District shall assign each user rights to access only those assets of the digital information systems, and only those data fields, files, or elements that are appropriate to the user's status and, where applicable, job responsibilities.
- B. The District shall periodically review the roster of users and their assigned access rights and make adjustments to reflect any changes in circumstances.
- C. Users shall be required to use passwords that meet standards established by the Superintendent or designee, and to change passwords periodically.
- new deletion* → ~~D. The Superintendent or designee is authorized to develop and adopt procedures and protocols for assigning, reviewing, and removing user access rights, including the use of passwords. These procedures and protocols shall include procedures for removing users from the roster when an individual is no longer affiliated with the District.~~

VI. Mitigation of Business Interruption Risk

- A. The District shall create, periodically review, and update as necessary, a disaster recovery plan that provides a reasonably specific roadmap to responsible District personnel of the steps to follow in responding to, and recovering from, a disaster-related interruption of the operation of the District's digital information systems. The plan shall be responsive to such extraordinary events as flood, storm, electrical grid failure, system component failure, and cyber intrusion.
- B. As part of the disaster recovery plan, the District shall create, periodically review, and update as necessary, a plan for routine backup of the information stored in the District's digital information systems. The backup plan shall balance cost and

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administrative effort with the potential consequences of losing particular data elements. The importance of individual data elements or databases to the continued operation of the District shall be prioritized and backup schedules set accordingly.

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C. ~~The Superintendent or designee is authorized to develop and implement the procedures and protocols for disaster recovery and information backups. The District/BOCES Board shall be briefed on the status of these plans at least annually.~~

VII. Use of Digital Information Systems or Assets for Communication

A. This Policy applies to the use of District's digital information systems include the use of those systems for the composing, sending, receipt, and storage of communication, including email and District-approved messaging apps and software. The District reserves the right to access and inspect information stored on or passing through its systems as it applies to these messages and related metadata. The standards of responsible use set forth above apply to all District communications whether by email or other form of communication.

B. ~~Use of Email~~ Communication By Staff Members

1. Staff members are provided with credentials to access and use the District's email domain [**first initial and last name @ brookfieldcsd.org**] to send and receive work-related emails or communications. Staff may also be given access to specific apps or services such as ParentSquare, SchoolMessenger, or other similar apps or services to communicate with students and their families.
2. Communications via email, apps, or software (or SaaS) are not confidential or private. The District may review those communications for any reasonable business purpose, including ensuring compliance with this and other Policies, and with other applicable laws and regulations. The District may be required to disclose emails to third parties pursuant to FOIL, FERPA, or other legal requirements. Employees shall not conduct personal business using the District's email address.
3. Staff members must use the District's email domain or District-approved apps, software, or SaaS to send and receive all work-related messages, including to students or their families. If a staff member uses a personal email account or cell phone to send or receive a work-related message, the staff member may be required to provide access to the personal email

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account or phone in order to comply with FOIL, FERPA, or another legal requirement.

- 4. If a staff member stores personal email, or passwords to personal accounts, including personal email accounts, on the District's digital information systems or assets, that information will be available to the District.
- 5. Each email or other digital communication is a business document. Consistent with the standards for responsible use set forth above, all communications should be businesslike, appropriate to the business purpose, and respectful of the recipients. Staff members must keep in mind that communications, including emails, may be subject to public disclosure under FOIL, FERPA, or another legal requirement.
- 6. Emails that contain personally identifiable student information may be classified as education records under FERPA. Staff members should use discretion when communicating personally identifiable student information to anyone through email. Disclosure of personally identifiable student information to other staff members should be limited to those staff members who work with the student.

C. Communication by Students

- 1. Use of the District's email domain by students is permitted when approved by a teacher or administrator as part of a class requirement, project, or unit.
- 2. Students may not access their personal email accounts (such as Yahoo!, MSN, personal Gmail, etc.) or other personal accounts such as social media, through a District-owned device. If a student uses or stores personal email, or passwords to personal accounts, including personal email accounts, on District's digital information systems or assets, that information will be available to the District.
- 3. ~~The District's email domain is filtered and can be monitored by District/BOCES staff. Students do not have an expectation of privacy when using the District's/BOCES' network, email domains, or District devices.~~

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VIII. Personally-Owned Devices Connected to the District's Digital Information Systems

ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

A. When devices not owned or managed by the District access the District's digital information systems, the District is exposed to several additional risks, such as the risk that malware will infiltrate the District's system from a non-secure device; the risk that confidential student information will migrate to the device, which might then be lost or stolen; and the risk that records relating to District business will be stored on the device, and the District will be legally obligated to produce those records in response to a FOIL request or litigation. To mitigate these risks, employees connecting non-District managed devices to the District's digital information systems shall be required to accept certain requirements.

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~~B. The Superintendent or designee shall is authorized to develop and implement procedures and protocols for authorizing devices not managed by the District to be connected to the District's digital information systems.~~

B. Devices shall not be connected to the District's systems unless the user of the device agrees to the terms determined by the Superintendent or their designee to be appropriate and necessary to mitigate the foreseeable risks. Those terms shall include, but not be limited to:

1. The user acknowledges familiarity with this Policy and other relevant Policies, and agrees that the use of the District's digital information systems through the device will comply with the standards of responsible use and other requirements in the Board policies;
2. The user agrees to give the District access to the memory of the device when the District has a business reason to retrieve data or documents, including the need to respond to a FOIL request, a request for education records under FERPA, or a litigation disclosure requirement, or a review to confirm compliance with the standards of responsible use;
3. The user agrees that no District-related data or documents will be copied or otherwise stored in personal "cloud" accounts such as Dropbox, Box, OneDrive, etc. All District documents and data should be stored on District approved accounts and devices, using District credentials;
4. In the event that the device is lost, stolen, or missing for more than forty-eight (48) hours, the user will immediately notify an Administrator, and will cooperate with all District efforts to recover or reconstruct District-related information that was stored on the device;

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5. The user acknowledges that if the device is used to access the internet through the District's digital information systems then that access will be filtered in accordance with the District's Internet Safety Policy;
6. The user agrees that all system updates and all application updates will be installed within a reasonable time of being available, and agrees that anti-virus software will be installed on the device, activated, and updated where applicable;
7. The user agrees that the delivery of instructional programs and/or the conduct of District operations will be conducted on District networks;
8. The user agrees that the District will not be responsible for any damage that occurs to any component of the device, including processors, memory, video displays, WiFi or Bluetooth circuitry, or programs as a result of being connected to and operating on the District's digital information systems; and
9. The user agrees that failure to abide by the terms of use will be sufficient reason for the District to block the device from further access to the District's digital information systems.

IX. Student Data Security and Parental Consent

- A. The creation, modification, storage, and transmission of personally identifiable student information using the District's digital information systems must comply with the requirements of federal and State law, including New York State Education Law 2-d. (See, Policy 5045-Data Security and Privacy).
 1. Usernames and passwords assigned to or created for students will generally be considered personally identifiable student information.
 2. Personally identifiable student information may not be provided to third party contractors (including online or "cloud" services) without determining that any online Terms of Service or other online agreement complies with federal and state laws.
 3. The Superintendent or designee shall develop and implement a procedure for administrators, teachers, and other staff to seek evaluation of any online product or service that they wish to implement to support instruction or business operations.

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B. The standard procedure in the District shall be to provide each student with access to the District's digital information systems unless a student violates the District rules for the use of those systems or the District is notified in writing- by a student's parent or person in parental relation that the student is not to be given access to those systems. ~~At the time of enrollment and the beginning of each school year, a student's parent or person in parental relation shall be notified of this Policy, the importance of online access to contemporary education methods, and how to inform the District that their student is not to be given access to the District's digital information systems.~~

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X. Data Security Awareness Training

District staff shall be provided with instruction concerning the requirements of applicable laws and this Policy, and the importance of following best practices to protect the security of information stored in the District's digital information systems.

XI. Notification

A. The District shall ensure this Policy is provided to students, their parents/guardians, and staff on an annual basis and posted on the District's website.

B. At the time of enrollment and the beginning of each school year, a student's parent or person in parental relation shall be notified of this Policy, the importance of online access to contemporary education methods, and how to inform the District that their student is not to be given access to the District's digital information systems.

XII. Responsibility of the Superintendent

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The Superintendent is authorized to develop Regulations or internal procedures to implement this Policy.

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ACCESS TO NETWORKED INFORMATION RESOURCES
PURPOSE (ACCEPTABLE) USE OF DIGITAL INFORMATION SYSTEMS

Brookfield Central School District

Legal Ref: NYS Education Law §2-d; The Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232; NYS Public Officers Law §87 (Freedom of Information Law (FOIL)); NYS Technology Law §§208 and 103-e

Cross Ref: 1030, Code of Conduct; 5042, Internet Safety; 5045, Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy (2d)); 1025, Records Management and Access (FOIL); 7060, Education Records (FERPA)

Adopted: 03/22/06

Revised: 03/10/26, _____

Policy

Draft 4/14/26

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SUPPORT OPERATIONS

INTERNET SAFETY

- ~~I. A. Although the Brookfield Central School District recognizes the value of the internet as an educational tool, it also understands that information with no redeeming social value is accessible through the internet.~~
- ~~B. 1. The District has developed and will enforce this Internet Safety Policy in compliance with the Children's Internet Protection Act (NCIPA) and the Neighborhood Children's Internet Protection Act (NCIPA).~~
- ~~2. In addition, the District maintains its "Access to Networked Information Resources Policy" which governs the acceptable use of the Internet by students and employees.~~
-
- ~~H. Access to the Internet using the District's computer equipment is subject to the following restrictions:~~
- ~~A. **Filtering.** Filtering software will be used to block minors' access to:~~
- ~~1. visual depictions that are (a) obscene, (b) child pornography, or (c) harmful to minors;¹ and~~
- ~~2. Internet sites which, in the Board's determination, contain material which is "inappropriate for minors." (See item B. below.)~~
- ~~Adult access to visual depictions that are obscene and/or child pornography will also be blocked. However, the Superintendent or his/her designee may disable the software to enable access to blocked sites for bona fide research or other lawful purposes.~~
- ~~B. **Matter Inappropriate for Minors.** The Board will (from time to time) determine by resolution what Internet material is "inappropriate for minors" in the District. This determination will be based on community standards.~~
- ~~C. **Safety of Minors When Using Direct Electronic Communications.**~~
- ~~1. In using the computer network and Internet, minors are not permitted to reveal personal information such as home addresses, telephone numbers,~~

¹ The terms "obscene", "child pornography", "harmful to minors," and "matter inappropriate for minors," used throughout the policy, are defined in the Children's Internet Protection Act and the Neighborhood Children's Internet Protection Act (Public Law 106-554). See Appendix A.

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INTERNET SAFETY

~~their real last names or any information which might allow someone they are communicating with online to locate them. No minor may arrange a face-to-face meeting with someone he/she "meets" on the computer network or Internet without his/her parent's permission.~~

- ~~2. Before utilizing any electronic communications (including but not limited to electronic mail and "chat rooms") in any instructional setting, students will be taught that they must disclose to their teacher any message they receive that is inappropriate or makes them feel uncomfortable. They must also be taught that they must never agree to meet with someone they have met online without their parents approval.~~

~~D. **Unauthorized Access and Other Unlawful Activities.** It is a violation of this Policy to:~~

- ~~a. use the District's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access;~~
- ~~b. damage, disable or otherwise interfere with the operation of computers, computer systems, software or related equipment through physical action or by electronic means; and/or~~
- ~~c. violate state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or any other applicable law or municipal ordinance.~~

~~E. **Unauthorized Disclosure and Dissemination of Personal Identification Information Regarding Minors.** Personally identifiable information concerning minors may not be disclosed or used in any way on the Internet (e.g., on the District's web page or otherwise) without the permission of a parent or guardian. If a student is 18 or over, the permission may also come from the student himself/herself.~~

~~III. **Regulations and Dissemination.** The Superintendent is authorized to develop and implement regulations consistent with this policy. The Superintendent will also be responsible for disseminating the policy and associated regulations to school personnel and students.~~

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INTERNET SAFETY

Appendix A

— Generally speaking, “**obscenity**” is defined as any work that an average person (applying contemporary community standards) would find, taken as a whole, appeals to a prurient interest. The work also must depict or describe, in a patently offensive way, sexual conduct as specifically defined in state law. Moreover, the work, taken as a whole, has to lack serious literary, artistic, political or scientific value (See 18 U.S.C. §1460 and the cases interpreting that statute.)

— “**Child pornography**” is defined as:

— ...any visual depiction, including a photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical or other means, of sexually explicit conduct, where (a) the production of visual depiction involves the use of a minor [someone under the age of 18] engaging in sexually explicit conduct; (b) such visual depiction is or appears to be, of a minor engaging in sexually explicit conduct; (c) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (d) such visual depiction is advertised, promoted, presented, described or distributed in such manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct. (18 U.S.C. §2256[8]).

— The phrase “**harmful to minors**” is defined as:

— ... any picture, image, graphic image, file, or other visual depiction that (a) taken as whole and with respect to minors [defined here as anyone under the age of 17], appeals to a prurient interest in nudity, sex or excretion; (b) depicts, describes, or presents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (Public Law 106-554, §1703 {b} {2}.)

The phrase “**matter/material inappropriate for minors**” must be defined by a determination by the Board applying local community standards. (Public Law 106-554, §1732[1][2].)

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I. Statement of Policy

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INTERNET SAFETY

- A. Although the Brookfield Central School District (the District) recognizes the value of the internet as an educational tool, it also understands that information with no redeeming social value is accessible through the internet.
 - B. The District has developed and will enforce this Internet Safety Policy in compliance with the Children’s Internet Protection Act (CIPA) and the Neighborhood Children’s Internet Protection Act (NCIPA).
 - 1. In addition, the District maintains its “Access to Networked Information Resources Policy” which governs the acceptable use of the Internet by students and employees.
- II. Access to the Internet using the District’s computer equipment is subject to the following restrictions:
- A. **Filtering.** Filtering software will be used to block minors’ access to:
 - 1. visual depictions that are (a) obscene, (b) child pornography, or (c) harmful to minors;² and
 - 2. Internet sites which, in the Board’s determination, contain material which is “inappropriate for minors.” (See item B. below.)

Adult access to visual depictions that are obscene and/or child pornography will also be blocked. However, the Superintendent or their designee may disable the software to enable access to blocked sites for bona fide research or other lawful purposes.
 - B. **Matter Inappropriate for Minors.** The Board will (from time to time) determine by resolution what Internet material is “inappropriate for minors” in the District. This determination will be based on community standards.

² The terms “obscene”, “child pornography”, “harmful to minors,” and “matter inappropriate for minors,” used throughout the policy, are defined in the Children’s Internet Protection Act and the Neighborhood Children’s Internet Protection Act (Public Law 106-554). See Appendix A.

INTERNET SAFETY**C. Safety of Minors When Using Direct Electronic Communications.**

1. In using the computer network and Internet, minors are not permitted to reveal personal information such as home addresses, telephone numbers, their real last names or any information which might allow someone they are communicating with online to locate them. No minor may arrange a face-to-face meeting with someone they “meet” on the computer network or Internet without their parent’s permission.
2. Before utilizing any electronic communications (including but not limited to electronic mail and “chat rooms”) in any instructional setting, students will be taught that they must disclose to their teacher any message they receive that is inappropriate or makes them feel uncomfortable. They must also be taught that they must never agree to meet with someone they have met online without their parent’s approval.

D. Unauthorized Access and Other Unlawful Activities. It is a violation of this Policy to:

1. use the District’s computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access;
2. damage, disable or otherwise interfere with the operation of computers, computer systems, software or related equipment through physical action or by electronic means; and/or
3. violate state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or any other applicable law or municipal ordinance.

E. Unauthorized Disclosure and Dissemination of Personal Identification Information Regarding Minors. Personally identifiable information concerning minors may not be disclosed or used in any way on the Internet (e.g., on the District’s web page or otherwise) without the permission of a parent or guardian. If a student is eighteen (18) or over, the permission may also come from the student themselves.**III. Regulations and Dissemination.**

The Superintendent is authorized to develop and implement regulations consistent with this Policy. The Superintendent will also be responsible for disseminating the Policy and associated regulations to school personnel and students.

INTERNET SAFETY**Appendix A**

Generally speaking, “**obscenity**” is defined as any work that an average person (applying contemporary community standards) would find, taken as a whole, appeals to a prurient interest. The work also must depict or describe, in a patently offensive way, sexual conduct as specifically defined in state law. Moreover, the work, taken as a whole, has to lack serious literary, artistic, political or scientific value (See 18 U.S.C. §1460 and the cases interpreting that statute.)

“**Child pornography**” is defined as:

...any visual depiction, including a photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical or other means, of sexually explicit conduct, where (a) the production of visual depiction involves the use of a minor [someone under the age of 18] engaging in sexually explicit conduct; (b) such visual depiction is or appears to be, of a minor engaging in sexually explicit conduct; (c) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (d) such visual depiction is advertised, promoted, presented, described or distributed in such manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct. (18 U.S.C. §2256[8]).

The phrase “**harmful to minors**” is defined as:

... any picture, image, graphic image, file, or other visual depiction that (a) taken as whole and with respect to minors [defined here as anyone under the age of 17], appeals to a prurient interest in nudity, sex or excretion; (b) depicts, describes, or presents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (Public Law 106-554, §1703{b}{2}.)

The phrase “**matter/material inappropriate for minors**” must be defined by a determination by the Board applying local community standards. (Public Law 106-554, §1732[1][2].)

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INTERNET SAFETY

Brookfield Central School District

Legal Ref: The Children's Internet Protection Act (NCIPA); The Neighborhood Children's
Internet Protection Act (NCIPA) (Public Law 106-554); 20 USC 6777

Adopted: 03/22/06

Revised: _____

SUPPORT OPERATIONS

POLICY IS REQUIRED
INFORMATION SECURITY BREACH POLICY

I. Statement of Policy

The Brookfield Central District (the District) takes reasonable administrative, technical, and physical measures to protect the security of private information, as defined in State Technology Law §208, held in the District's digitally-stored records. If the District learns of a breach of the security of its digitally-stored records, the District notifies affected data subjects as set forth in this Policy, and also notifies the appropriate State agencies. This Policy applies to information stored by the District or stored by a third party on behalf of the District.

II. Scope of Information Protected

A. Information that is Protected

1. In connection with any software platform or application that requires the creation of a user account with a password, disclosure of the user name or email address in combination with a password or security question and answer that would permit access to an online account is considered disclosure of private information.
2. Private information also is deemed to have been disclosed if the following conditions are met:
 - a. one of the following data elements related to the data subject has been disclosed:
 - i. social security number, or
 - ii. driver's license number or non-driver identification card number, or
 - iii. account number, credit or debit card number, in combination with any required security code, access code, password, or other information which would permit access to an individual's financial account, or
 - iv. account number, or credit or debit card number, if circumstances exist where such number could be used to access an individual's financial account without additional identifying information, security code, access code, or password, or

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- v. biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as fingerprint, voice print, or retina or iris image, or other unique physical representation or digital representation which are used to authenticate or ascertain the individual's identity; and
 - b. any other information about the data subject has been disclosed, and
 - c. either the data element or the combination of personal information plus the data element is not encrypted or is encrypted with an encryption key that has also been accessed or acquired.
- B. Information Not Covered by This Policy
- 1. Publicly available information that is lawfully made available to the general public from Federal, State, or local governmental records is not private information within the meaning of this Policy.
 - 2. Personally identifiable information of students, eligible students, and teachers or principals governed by Education Law §2-d is managed by the District, and data breach notifications are provided, in accordance with Policy 5041 and is not private information within the meaning of this Policy.

III. When Notification is Required

A. General Rule

The District shall provide notification of any breach of its system for storing private information following discovery or notification of the breach of the security of the system to any resident of New York State whose private information was, or is reasonably believed to have been, accessed or acquired by a person without valid authorization.

B. Determining Whether a Breach of Security Occurred

- 1. "Breach of the security of the system" shall mean unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of private information maintained by the District.
- 2. In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the District may consider the following factors, among others:

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- a. indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- b. indications that the information has been downloaded or copied; or
- c. indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

C. Inadvertent Disclosure by Authorized Persons

Notice to affected persons under this Policy is not required if the exposure of private information was an inadvertent disclosure by persons authorized to access private information, and the District reasonably determines such exposure will not likely result in misuse of such information, or financial or emotional harm to the affected persons. Such a determination shall be documented in writing and maintained for at least five (5) years. If the incident affected over five hundred (500) residents of New York, the District/BOCES shall provide the written determination to the state attorney general within ten (10) days after the determination.

IV. Notification Procedures

A. Notification Methods

The District will notify the affected data subject(s) by one of the following methods:

1. written notice;
2. electronic notice, provided that the person to whom the notice is required has expressly consented to receiving said notice in electronic form; a log of each such notification shall be kept by the District;
3. telephone notification; a log of each such notification shall be kept by the District;
4. substitute notice, if the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000.00), or the affected class of persons to be notified exceeds five hundred thousand (500,000) persons, or the District does not have sufficient contact information. Substitute notice shall consist of all of the following:
 - a. e-mail notice when the District has an e-mail address for the subject persons;

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- b. conspicuous posting of the notice on the District’s web site page, if the District maintains one; and
- c. notification to major District-wide media.

B. Notification Content

The notice must include the District’s contact information, and a description of the categories of information that were, or are reasonably believed to have been, accessed or acquired by a person without valid authorization, including specification of which elements of private information were, or are reasonably believed to have been, accessed or acquired. The notice shall also include the telephone numbers and website addresses of state and federal agencies that provide information regarding security breach response and identity theft prevention and protection information.

C. Notification Timing

Disclosure of the unauthorized access to or acquisition of private information shall be made in the most expedient time possible and without unreasonable delay, consistent with the needs of law enforcement and the measures necessary to first determine the scope of the breach and restore the integrity of the information storage system.

D. Coordination with Law Enforcement

Notification may be delayed if a law enforcement agency determines that such notification impedes a criminal investigation. The notification required shall be made after such law enforcement agency determines that such notification does not comprise such investigation.

V. Other Notifications

When notification of individual data subjects is necessary, the District shall also notify the New York State Attorney General, the New York Department of State, and the New York State Office of Information Technology Services, providing them with information about the timing, content, and distribution of the notices and approximate number of affected persons. If more than five thousand (5,000) New York State residents are required to be notified of a particular incident, the District will also notify consumer reporting agencies with the same information and without waiting to complete notifications to the individual affected data subjects.

Brookfield Cental School District

Legal Ref: NYS State Technology Law §208

Adopted: _____