

*Unofficial* Minutes of the Board of Education

Date: **Wednesday, March 25, 2020**

Place: Google Meets On-line Meeting

Board Members Present: Dennis Carlson, Richard Drain, Kevin Bennett Lynda Lowin, Carre Doyle

Also present: Kyle Bower, Superintendent of Schools, Nancy Clark, District Clerk,

**I. Call to Order and Approve Agenda**

APPROVE AGENDA

President Carlson called the meeting to order at 7:42a.m.

Unanimously Approved

On motion by Richard Drain, seconded by Carre Doyle:

RESOLVED: That the agenda for this meeting be approved.

**II. Student/Staff Recognition**

None

**III. Correspondence**

None

**IV. Approve Minutes of Regular Meeting of February 12, 2020**

APPROVE MINUTES

Unanimously approved

On motion by Kevin Bennett, seconded by Lynda Lowin:

RESOLVED: That the Board of Education of Hammondspport Central School District approves the minutes of the Regular Meeting of February 12, 2020

**V. Reports/Discussions**

1. Kyle Bower, Superintendent – Mr. Bower gave an update on the status of the COVID-19 closure, the latest budget information and discussed the new fitness room, access to the public and the recommended staffing during public access.

**VI. Financial Items**

1. Treasurer's Report for February 2020

On motion by Carre Doyle, seconded by Lynda Lowin:

RESOLVED: That the Board of Education of Hammondsport Central School hereby accepts the Treasurer's Report for February 2020.

2. Trustees reviewed the Budget Status Report for February
3. Trustees reviewed the Warrant Report for February
4. Cafeteria Report for February
5. Trustees reviewed the Extracurricular Report for February

ACCEPT  
TREASURER'S  
REPORTS

Unanimously approved

**VII. Old Business**

None

**VIII. New Business**

1. Approve Resolution Authorizing to Appropriate and Expend from Capital Reserve Fund and Purchase Motor Vehicles and approve proposition to be placed on the May 19, 2020 ballot: Authorization to Appropriate and Expend from Capital Reserve Fund and Purchase Motor Vehicles

On motion by Kevin Bennett, seconded by Richard Drain;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the Resolution Authorizing to Appropriate and Expend from Capital Reserve Fund and Purchase Motor Vehicles and approves the proposition to be placed on the May 19, 2020 ballot: Authorization to Appropriate and Expend from Capital Reserve Fund and Purchase Motor Vehicles

APPROVE RESOLUTION  
AUTHORIZING TO  
APPROPRIATE AND  
EXPEND FROM  
CAPITAL  
RESERVE FUND AND  
PURCHASE MOTOR  
VEHICLES AND  
APPROVE PROPOSITION  
TO BE PLACED ON THE  
MAY 19, 2020 BALLOT

Unanimously approved

2. Approve Resolution to Establish 2020 Capital Reserve Fund for Transportation and approve proposition to be placed on the May 19, 2020 ballot: Establishment of the 2020 Capital Reserve for Transportation

APPROVE RESOLUTION  
TO ESTABLISH 2020  
CAPITAL RESERVE  
FUND

Unanimously Approved

On motion by Carre Doyle; seconded by Lynda Lowin;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the resolution to Establish 2020 Capital Reserve Fund for Transportation and approve the proposition to be placed on the May 19, 2020 ballot: Establishment of the 2020 Capital Reserve for Transportation

3. Approve legal notice for 2020-2021 budget vote and school trustee vacancy

On motion by Kevin Bennett, seconded by Carre Doyle;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the legal notice for 2020-2021 budget vote and school trustee vacancy

4. Approve 2020-2021 School Calendar

On motion by Richard Drain, seconded by Lynda Lowin;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the 2020-2021 School Calendar

5. Approve Resolution authorizing the Superintendent of Schools to designate essential workers who are subject to being called into work at school during the COVID-19 Shutdown

On motion by Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the resolution authorizing the Superintendent of Schools to designate essential workers who are subject to being called into work at school during the COVID-19 Shutdown

6. Approve Resolution empowering the Superintendent of Schools to shorten the work week or work hours for employees in response to the COVID-19 emergency

On motion by Carre Doyle, seconded by Lynda Lowin;

APPROVE LEGAL  
NOTICE FOR 2020-2021  
BUDGET VOTE AND  
SCHOOL TRUSTEE  
VACANCY

Unanimously Approved

APPROVE 2020-2021  
SCHOOL CALENDAR

Unanimously Approved

APPROVE RESOLUTION  
AUTHORIZING THE  
SUPERINTENDENT OF  
SCHOOLS TO  
DESIGNATE ESSENTIAL  
WORKERS WHO ARE  
SUBJECT TO BEING  
CALLED INTO WORK  
AT SCHOOL DURING  
THE COVID-19  
SHUTDOWN

Unanimously Approved

APPROVE RESOLUTION  
EMPOWERING THE  
SUPERINTENDENT OF  
SCHOOLS TO SHORTEN  
THE WORK WEEK OR  
WORK HOURS FOR  
EMPLOYEES IN

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the resolution empowering the Superintendent of Schools to shorten the work week or work hours for employees in response to the COVID-19 emergency

RESPONSE TO THE COVID-19 EMERGENCY

Unanimously Approved

7. Approve Resolution authorizing that the Board of Education may place any District employee who was otherwise regularly scheduled to work on a paid leave of absence

APPROVE RESOLUTION AUTHORIZING THAT THE BOARD OF EDUCATION MAY PLACE ANY DISTRICT EMPLOYEE WHO WAS OTHERWISE REGULARLY SCHEDULED TO WORK ON A PAID LEAVE OF ABSENCE

On motion by Lynda Lowin, seconded by Richard Drain;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the resolution authorizing that the Board of Education may place any District employee who was otherwise regularly scheduled to work on a paid leave of absence

Unanimously Approved

8. Approve low bid for the 2019-2020 Capital Outlay project

APPROVE LOW BID FOR THE 2019-2020 CAPITAL OUTLAY PROJECT

On motion by Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the low bid for the 2019-2020 Capital Outlay project

Unanimously Approved

**XI. Personnel Report**

PERSONNEL REPORT

**A. Abolish Positions**

None

**B. Resignations/Retirements/Leaves**

1. Dan Conley, resignation as Varsity Baseball coach

**C. Appointments**

1. Jim McNulty, Head Bus Driver, effective 3/19/20-/30/20
2. Diane Morlan, Head Food Service Worker, effective 3/19/20-6/30/20
3. Spring 2020 Coaching assignments at the rate per the

current HTA contractual rate:

Varsity Baseball	Brian Jones
Modified Baseball	Dan Conley

On motion by Carre Doyle, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves this personnel report

**X. Items for Next Meeting**

**XI. Meetings/Dates**

April 1, 2020 - Special Budget meeting 6:00pm

April 22, 2020 - Regular Board of Education meeting, 6:00pm

April 22, 2020 - Vote on BOCES Budget (New Business item)

**XII. CSE/CPSE Recommendations**

On motion by Richard Drain; seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the CSE/CPSE Recommendations

CPE/CPSE  
RECOMMENDATIONS

Unanimously Approved

**XIII. Adjourn**

On motion by Kevin Bennett, seconded by Carre Doyle:

RESOLVED: That the Board of Education of Hammondsport Central School District hereby adjourns this meeting. Time 8:39a.m.

By: \_\_\_\_\_  
Nancy R. Clark  
District Clerk

**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 3/1/2020 to 3/31/2020

**GENERAL FUND**

		<b>BEGINNING BALANCE: \$5,579,469.10</b>	<b>\$5,579,469.10</b>
<b>RECEIPTS</b>	STATE AID ACCOUNT	\$1,704,854.41	
	TAX ACCOUNT	0.00	
	TRUST AND AGENCY FUND	\$25.40	
	SPECIAL AID FUND	\$2.23	
	SCHOOL LUNCH FUND	\$293.63	
	NYS DEPARTMENT OF HEALTH	\$5,578.72	
	PAYROLL ACCOUNT	\$1.80	
	STEUBEN COUNTY IDA	\$8,754.81	
	PETTY CASH	\$100.00	
	FIVE STAR/TECHNOLOGY RESERVE	\$144,769.53	
	FIVE STAR/REPAIR RESERVE	\$274,500.00	
	NRG, INC.	\$2.76	
	TOWN OF URBANA	\$1,854.61	
	LAWLEY	\$346.00	
	MISCELLANEOUS	\$115.00	
	INTEREST	\$5,064.94	
	<b>TOTAL RECEIPTS:</b>	<b><u>\$2,146,263.84</u></b>	<b><u>\$2,146,263.84</u></b>
<b>DISBURSEMENTS</b>	GROSS PAYROLL	\$528,550.00	
	WARRANTS	\$474,583.09	
	TRUST AND AGENCY FUND	\$0.00	
	SCHOOL LUNCH FUND	\$18,244.94	
	SPECIAL AID FUND	\$28,998.60	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	<b>TOTAL DISBURSEMENTS:</b>	<b><u>\$1,050,376.63</u></b>	<b><u>(\$1,050,376.63)</u></b>
	FIVE STAR/GENERAL FUND CHECKING	\$798,465.11	
	FIVE STAR/TAX ACCOUNT	\$0.00	
	FIVE STAR/STATE AID ACCOUNT	\$1,328,785.07	
	FIVE STAR/GENERAL FUND INVESTMENT	\$4,548,106.13	
	<b>ENDING BALANCE:</b>	<b><u>\$6,675,356.31</u></b>	<b><u>\$6,675,356.31</u></b>

**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 3/1/2020 to 3/31/2020

<b>SCHOOL LUNCH FUND</b>
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	<b>BEGINNING BALANCE:</b>	<u>\$58,014.76</u>	<u>\$58,014.76</u>
<b>RECEIPTS</b>	NYS COMPTROLLER/GENERAL FUND	\$18,123.00	
	BREAKFAST/LUNCH/SNACK BAR REVENUE	\$885.48	
	PAYFORIT.COM	\$60.00	
	GENERAL FUND	\$121.94	
	TRUST AND AGENCY	\$0.00	
	MISCELLANEOUS	\$646.00	
	INTEREST	\$2.40	
	<b>TOTAL RECEIPTS:</b>	<u>\$19,838.82</u>	<u>\$19,838.82</u>
<b>DISBURSEMENTS</b>	GROSS PAYROLL	\$7,653.97	
	WARRANTS	\$13,126.73	
	FIVE STAR/GENERAL FUND	\$293.63	
	FIVE STAR/TRUST AND AGENCY	\$4.70	
	NEW YORK STATE DEPT OF TAXATION	\$659.53	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	<b>TOTAL DISBURSEMENTS:</b>	<u>\$21,738.56</u>	<u>(\$21,738.56)</u>
	FIVE STAR/SCHOOL LUNCH FUND ACCOUNT	\$56,115.02	
	<b>ENDING BALANCE:</b>	<u>\$56,115.02</u>	<u>\$56,115.02</u>

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 3/1/2020 to 3/31/2020

**SPECIAL AID FUND**

	BEGINNING BALANCE:	<u>\$53,176.81</u>	<u>\$53,176.81</u>
RECEIPTS	NYS COMPTROLLER/GENERAL FUND	\$24,193.00	
	FIVE STAR/GENERAL FUND	\$4,805.60	
	MISCELLANEOUS	\$0.00	
	INTEREST	\$2.51	
	TOTAL RECEIPTS:	<u>\$29,001.11</u>	<u>\$29,001.11</u>
DISBURSEMENTS	GROSS PAYROLL	\$24,163.82	
	WARRANT	\$0.00	
	FIVE STAR/GENERAL FUND	\$2.23	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$24,166.05</u>	<u>(\$24,166.05)</u>
	FIVE STAR/SPECIAL AID FUND	\$58,011.87	
	ENDING BALANCE:	<u>\$58,011.87</u>	<u>\$58,011.87</u>



**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 3/1/2020 to 3/31/2020

<b>TRUST AND AGENCY FUND</b>
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	BEGINNING BALANCE:	<u>\$443,683.78</u>	<u>\$443,683.78</u>
<b>RECEIPTS</b>	GROSS PAYROLL (GF, SCHL, SP AID)	\$560,367.79	
	HEALTH INSURANCE RECOVERIES-EMPLOYEE		
	RETIREES, COBRA	\$12,072.02	
	FIVE STAR/GENERAL FUND	\$0.00	
	FIVE STAR/MINNERLY FUND	\$200.00	
	FIVE STAR/SCHOOL LUNCH	\$4.70	
	MISCELLANEOUS	\$961.00	
	INTEREST PAYROLL ACCOUNT	\$1.84	
	INTEREST TRUST AND AGENCY FUND	\$29.23	
	TOTAL RECEIPTS:	<u>\$573,636.58</u>	<u>\$573,636.58</u>
<b>DISBURSEMENTS</b>	NET PAYROLL (WARRANT)	\$15,637.13	
	NET PAYROLL (ACH DEPOSITS)	\$338,058.55	
	PAYROLL TAXES	\$149,555.95	
	WARRANT	\$32,063.27	
	NYS EMPLOYEE RETIREMENT SYSTEMS	\$1,549.10	
	HEALTH ECONOMICS	\$2,492.19	
	FIVE STAR/GENERAL FUND	\$27.20	
	FIVE STAR/HCS ATTENDANCE AWARD	\$56.00	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$539,439.39</u>	<u>(\$539,439.39)</u>
	FIVE STAR/TRUST AND AGENCY	\$477,879.13	
	FIVE STAR/PAYROLL ACCOUNT	\$1.84	
	ENDING BALANCE:	<u>\$477,880.97</u>	<u>\$477,880.97</u>

# HAMMONDSPORT CENTRAL SCHOOL

## TREASURER'S REPORT

For period 3/1/2020 to 3/31/2020

<b>CAPITAL FUND</b>
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BEGINNING BALANCE: \$3,014,408.80 \$3,014,408.80

### RECEIPTS

INTEREST CAPITAL FUND ACCOUNT	\$66.93	
INTEREST CAPITAL OUTLAY ACCOUNT	\$4.94	
INTEREST CAPITAL PROJECT 2017 ACCOUNT	\$73.61	
INTEREST CAPITAL PROJ 2017 INVESTMENT	\$927.92	
TOTAL RECEIPTS:	<u>\$1,073.40</u>	<u>\$1,073.40</u>

<b>DISBURSEMENTS</b>	WARRANT (CAPITAL FUND ACCOUNT)	\$0.00	
	WARRANT (CAPITAL OUTLAY ACCOUNT)	\$12,852.20	
	WARRANT (CAPITAL PROJECT 2017 ACCOUNT)	\$773,294.74	
	TRANSFER TO FIVE STAR/GENERAL FUND	\$0.00	
	TRANSFER TO FIVE STAR/DEBT SERVICE	\$0.00	

TOTAL DISBURSEMENTS: \$786,146.94 (\$786,146.94)

FIVE STAR/CAPITAL FUND ACCOUNT	\$66.93	
FIVE STAR/CAPITAL OUTLAY ACCOUNT	\$87,176.41	
FIVE STAR/CAPITAL 2017 PROJECT ACCOUNT	\$1,189,178.25	
FIVE STAR/CAPITAL 2017 PROJ INVESTMENT	\$952,913.67	
ENDING BALANCE:	<u>\$2,229,335.26</u>	<u>\$2,229,335.26</u>

**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 3/1/2020 to 3/31/2020

<b>OTHER DISTRICT OWNED ACCOUNTS</b>
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<b>RESERVES</b>	FIVE STAR/UNEMPLOYMENT RESERVE	\$0.00	
	FIVE STAR/ERS RESERVE	\$0.00	
	FIVE STAR/EBALR RESERVE	\$0.00	
	FIVE STAR/WORKERS COMP RESERVE	\$0.00	
	FIVE STAR/CAPITAL TRANSPORTATION RES	\$0.00	
	FIVE STAR/DEBT SERVICE RESERVE	\$0.00	
	FIVE STAR/CAPITAL TECHNOLOGY RESERVE	\$0.24	
	FIVE STAR/CAPITAL RESERVE (2014)	\$0.00	
	FIVE STAR/REPAIR RESERVE (2016)	\$0.90	
	FIVE STAR/TRS RESERVE (2019)	\$0.00	
	FIVE STAR/REPAIR RESERVE	\$0.00	
	<b>TOTAL RESERVE FUNDS</b>	<b><u>\$1.14</u></b>	<b><u>\$1.14</u></b>
<b>SCHOLARSHIPS</b>	FIVE STAR/LAWRENCE SCHOLARSHIP	\$31,491.62	
	FIVE STAR/KEELER SCHOLARSHIP	\$37,060.30	
	FIVE STAR/PARA SCHOLARSHIP	\$1,965.63	
	FIVE STAR/SIRRINE SCHOLARSHIP	\$21,257.00	
	FIVE STAR/MCCANN SCHOLARSHIP	\$889.09	
	FIVE STAR/WAGNER SCHOLARSHIP	\$2,430.78	
	FIVE STAR/TAYLOR SCHOLARSHIP	\$85,999.71	
	FIVE STAR/SCHROEDER-BETHKE SCHOLARSHIP	\$2,263.70	
	FIVE STAR/WAMBOLD SCHOLARSHIP	\$1,759.15	
	FIVE STAR/2018 SCHOLARSHIP	\$793.02	
	<b>TOTAL SCHOLARSHIP FUNDS</b>	<b><u>\$185,910.00</u></b>	<b><u>\$185,910.00</u></b>
<b>INVESTMENTS</b>	FIVE STAR/MINNERLY INVESTMENT	\$33,084.15	
	FIVE STAR MCCANN INVESTMENT	\$26,951.04	
	FIVE STAR/HS ATTENDANCE AWARD	\$213.72	
	FIVE STAR/UNEMPLOYMENT RES INVESTMENT	\$65,510.84	
	FIVE STAR/ERS RES INVESTMENT	\$619,829.42	
	FIVE STAR/EBALR RES INVESTMENT	\$823,389.66	
	FIVE STAR/WORKERS COMP RES INVESTMENT	\$131,755.23	
	FIVE STAR/TRANSP RES INVESTMENT	\$204,507.47	
	FIVE STAR/DEBT SERVICE RES INVESTMENT	\$17,222.81	
	FIVE STAR/TECHNOLOGY RES INVESTMENT	\$188,613.95	
	FIVE STAR/CAPITAL 2014 PROJECT RES INV	\$27,145.41	
	FIVE STAR/REPAIR 2016 RES INVESTMENT	\$28,606.14	
	FIVE STAR/TRS 2019 RES INVESTMENT	\$85,730.00	
	FIVE STAR/DEBT SERVICE FUND INVESTMENT	\$186,439.71	
	FIVE STAR/BOOKS IN HOMES	\$140.02	
	<b>TOTAL INVESTMENT FUNDS:</b>	<b><u>\$2,439,139.57</u></b>	<b><u>\$2,439,139.57</u></b>
	<b>TOTAL RESERVES, SCHOLARSHIPS &amp; INVESTMENTS:</b>	<b><u>\$2,625,050.71</u></b>	<b><u>\$2,625,050.71</u></b>

HAMMONDSPOrt CENTRAL SCHOOL  
TREASURER'S REPORT

For period 3/1/2020 to 3/31/2020

**CERTIFICATION**

This is to certify that I have received these balances

Nancy Clark  
DISTRICT CLERK

4/9/20  
DATE

This is to certify that the cash balances are in agreement with the applicable bank statements as reconciled and noted

[Signature]  
SUPERINTENDENT

4/2/2020  
DATE

This is to certify that the cash balances are in agreement with the applicable bank statements as reconciled and noted

[Signature] Cheryl Beal  
DISTRICT TREASURER

4/7/20 4/8/20  
DATE

# POLICY

2020

7440

Students

## **SUBJECT: STUDENT VOTER REGISTRATION AND PRE-REGISTRATION**

The District recognizes the importance of voting and civic engagement. As such, the District seeks to encourage student voter registration and pre-registration. A person who is at least sixteen years of age and who is otherwise qualified to register to vote may pre-register to vote, and will then be automatically registered to vote upon reaching the age of eligibility as provided by law.

The District promotes student voter registration and pre-registration through the following means:

- a) Collaborating with county boards of elections to conduct voter registration and pre-registration in the District's high school(s); and
- b) Encouraging voter registration in all applicable social studies classes; and
- c) Maintain and provide voter registration packets for eligible students in the Senior High Office and CSE Office.

The completion and submission of voter registration or pre-registration forms will not be a course requirement or graded assignment for District students.

Election Law § 5-507

Adoption Date: 3/18/20

# HAMMONDSPORT

Central School District

8272 Main Street Hammondsport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

**BE IT RESOLVED** that the Hammondsport Central School District Board of Education approved the 2020-2021 Schuyler-Steuben-Chemung-Tioga-Allegany BOCES Board of Cooperative Educational Services Administrative Budget in the amount of \$ 8,399,434.

Board of Education

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett

**NOTICE OF SSCTA BOCES  
ANNUAL MEETING**

Please take notice that the BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF THE SOLE SUPERVISORY DISTRICT OF SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES (GREATER SOUTHERN TIER), will hold the annual meeting of the trustees and members of the boards of education of its component school districts on Tuesday, April 14, 2020 at 6:00 PM. As a health precaution, the Annual Meeting will be held by livestream. The link for livestream will be posted on the GST BOCES website prior to the meeting at [www.gstboces.org](http://www.gstboces.org). The Board of Cooperative Educational Services will present its tentative administrative, capital and program budgets for 2020-21 to the trustees and members of the boards of education of component school districts via livestream. The following are summaries of the tentative administrative, capital and program budgets. The amounts stated are based on current estimates and may be subject to change. Copies of the complete tentative administrative, capital and program budgets will be available for inspection by the public upon request. To request a copy of the tentative budgets, please contact Kate Taylor, District Clerk, at (607) 654-2283 or by email at [ktaylor@gstboces.org](mailto:ktaylor@gstboces.org).

**SUMMARY OF TENTATIVE ADMINISTRATIVE BUDGET**

Total Salaries of all Central Administrative, Business/Personnel Office Staff	\$1,443,515	*
Total Employee Benefits of all Central Administrative, Business/Personnel Office Staff	\$ 762,587	*
Health Insurance for all Retirees	\$4,485,851	
Equipment	\$ 4,400	
Supplies and Materials	\$ 13,195	
Revenue Note Interest	\$ 581,734	
Total Contractual & Other Expense	\$ 731,018	
Transfer Charges from Other Service Programs	\$ 377,134	
<b>TOTAL ADMINISTRATIVE BUDGET:</b>	<b>\$8,399,434</b>	

(Estimated Compensation of District Superintendent of Schools):

State Salary	\$ 43,499
Local Salary	\$143,875
Annualized Benefits (TRS, Worker's Compensation, Health Insurance, HRA, and Term Life Ins.)	\$ 45,129
2020-21 Estimated Expense Reimbursement (Mileage, Meal Expenses incurred while carrying out official duties)	\$ 18,500

*\*Includes annual salary and benefits paid to the District Superintendent*

**SUMMARY OF TENTATIVE CAPITAL BUDGET**

Rental of Facilities	\$ 845,032
Transfer to Capital Projects Fund	\$ 1,900,000
Energy Performance Contract	\$ 702,152
<b>TOTAL CAPITAL BUDGET:</b>	<b>\$ 3,447,184</b>

**SUMMARY OF TENTATIVE PROGRAM BUDGET**

Career & Technical Education	\$ 17,774,585
Instruction of Students with Disabilities	\$ 24,053,397
Itinerant Services	\$ 5,971,122
General Instruction	\$ 6,681,044
Instructional Support	\$ 14,857,433
Other Services	\$ 26,530,030
<b>TOTAL PROGRAM BUDGET:</b>	<b>\$ 95,867,611</b>

**TOTAL BOCES BUDGET:** \$107,714,229

# HAMMONDSPORT

Central School District

8272 Main Street Hammondsport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

**BE IT RESOLVED that the Hammondsport Central School District Board of Education cast one ballot for each of the following candidates for membership on the Schuyler-Steuben-Chemung-Tioga-Allegany BOCES Board of Cooperative Educational Services: (Please list below the names of the nominated candidates for which your Board of Education has cast a vote.)**

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Board of Education

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett



# **DONALD M. KEDDELL**

**516 W. Third Street, Elmira, NY 14901**

## BOARD OF EDUCATION MEMBER

Greater Southern Tier BOCES  
Board Member: 2008 – Present  
Board President: 2013 – Present

## EDUCATION

Columbia University, New York NY - Bachelor of Arts - 1968  
Antioch College, Yellow Springs, OH – Master in Teaching Arts - 1972  
Teachers College, New York, NY – Master in Educational Administration - 1976  
Ilion Central High School, Ilion, NY – 1964

## EMPLOYMENT

Chemung County Department of Human Services- 1 year  
Elmira City School District (Retired), Elmira, NY:  
Associate Superintendents, Pre K-12 Instruction – 10 years  
Elementary Principal, Coburn School – 11 years  
Pupil Services Supervisor – 1 year  
Elementary Principal, Fassett School – 1 year  
Ithaca City School District, Teacher – 2 years  
New York City Public Schools, Intermediate School 201 Manhattan – Teacher, Team Coordinator,  
School Administrator – 13 years

## COMMUNITY ACTIVITIES

Greater Southern Tier BOCES - Board of Education  
Greater Southern Tier Summer of Innovation – extended year STEM  
Chemung County Child Care Council – President – Board of Trustees  
Wings of Eagles Museum – Board of Trustees  
Chemung Valley Reading Partnership – Board of Trustees  
Chemung County School Readiness Project  
Every Child Matters Task Force  
Arctic League, Board of Trustees  
Horseheads Family Resource Center – President, Board of Trustees  
MST Connect (link Workforce Development/PreK-16 education)  
Chemung County School Leadership Group  
United Way Strategic Planning Committee  
Chemung County Poverty Coalition  
Summer Literacy Collaborative  
Chemung County Family Services – Board of Trustees  
Elmira City ESPRI – Co-Chair

## COMMUNITY AWARDS

Southern Tier Distinguished Citizen Award – Economic Opportunity Program & Corning, Inc.  
The Way Award – Chemung County Human Relations Commission  
The Fortier Award – Elmira Task Force on Children & Families of Chemung County, Inc.  
The Daniel J. Donahoe Award – Chemung County Youth Bureau  
The 4-Way Test Award – Elmira Rotary Club  
The Friend of the Family Award – Corning Children's Center/Community Foundation  
Jefferson Award for Public Service  
United Way 2016 GAV Award

## PERSONAL

Married to Regina  
Children – Alanah, Daryn, Arian and Nyeisha  
Grandchildren – Davin, Emerie, Mathias, Gunner, Damon, Iver and Miniya

# Pamela F. Strollo

26 Foothill Rd.

Elmira, NY 14903

District of Residence: Horseheads

## Board of Education Experience

- Horseheads Central School District: 2008 – Present
- President, 2017 – Present
- Vice President, 2012 – 2015

## Education

- SYRACUSE UNIVERSITY at CCFL, Corning, NY  
MBA, 1997
- PURDUE UNIVERSITY, West Lafayette, IN  
MS Industrial Engineering, 1987  
BS Geology, 1984
- High School: Deerfield High School, Deerfield, IL

## Employment

- Corning Incorporated, 1990 – Present
  - Science & Technology – Chief of Staff & Director, Global Research; Director, Technology Planning & Communications, 2004 – Present
  - Corporate Communications – Manager Internet Communications, 2002 – 2004
  - Corporate Marketing – Manager, Internet Marketing; Program Manager Corporate Brand; Sr. Market Analyst, 1999 – 2002
  - Manufacturing Technology & Engineering – Manufacturing Systems Engineer; Project Engineer, 1996 – 1999
  - Steuben – Senior Engineer Projects; Section Supervisor Pressing & Finishing, 1994 – 1996
  - Consumer Products Division – Senior Logistics Engineer, 1992 – 1993
  - Corporate Engineering – Senior Industrial Engineer, 1993 – 1994; 1990 – 1992
- Andersen Consulting, 1988 – 1990
  - Senior Consultant

## Professional Affiliations/Community Activities

- Purdue University Band & Orchestra Advisory Board, 2017 – Present
- Twin Tiers Community Orchestra (Treasurer), 2000 – Present
- Corning Incorporated, Technology Community Women's Network, Advisor, 2005 – Present
- Corning Incorporated, Corning Professional Women's Forum, President, 1999, 2000
- Twin Tiers Society of Women Engineers, President, 1993 – 1994

## Professional Awards

- Corning Incorporated, Technology Community Women's Network Signature Award, 2011

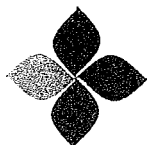
## Personal

- Spouse: Steve Strollo
- Daughters: Erin, Mia and Alexandra Strollo

**Robert K. Wheeler**  
7110 Golf View Bath, New York 14810  
Cell: 607-425-4341  
[Wheels1949@stny.rr.com](mailto:Wheels1949@stny.rr.com)

- Born April 30, 1949 in Osceola, Pennsylvania
- Married to Freida Wheeler, retired Quality Assurance Manager, Bath VA Medical Center
- Two children: Jack: Steuben County Administrator and his wife Jean, a Social Worker at Bath-Haverling; Nicole: teacher at Ken-Ton School District and her husband Ron, teacher at Lockport CSD
- Early years spent in Allentown, NY (Allegany County) where my father was Principal of Allentown Union School.
- When Allentown consolidated with Scio, we moved to the Bath area where my father taught History and Government at Haverling, until his retirement.
- 1967 graduated from Haverling, Regents diploma, math major.
- 1967 attended Corning Community College.
- 1968, rather than wait to be drafted, enlisted in the U.S. Army. Served from 1968-1970. While on active duty I attended the Leadership Preparation Course, Combat Medic Training and the Medical Laboratory Procedures School. Upon graduation, I was assigned as a Medical Laboratory Specialist and served the remainder of my enlistment working in the laboratory/Blood Bank at Walter Reed Army Medical Center.
- Spring of 1971, I went to work for Steuben Crushed Stone, a division of AL Blades and Sons. I was employed in a wide variety of positions, ranging from Laborer to Heavy Equipment Operator.
- In 1979, I left Steuben Crushed Stone when offered a position in Building Management Service at the VA Medical Center in Bath.
- I was employed by the Department of Veterans Affairs until my retirement in 2006. I completed the Building Management Career Training Program and Internship at the Albany, NY VA Medical Center in 1985 and was selected as the Assistant Chief, and later as Chief, Building Management Service. In 2001, I was assigned the responsibility for the Nutrition and Food Service at the Medical Center, which included Food Production and Delivery and supervision of the Clinical Dietitians at the facility. In 2003, I was promoted to the newly created position of Facilities Manager. In that position I was responsible for the Engineering Department, Maintenance and Repair, Projects Section, Environmental Services, Pest Control, Interior Design, Nutrition and Food Services and several Patient Training programs.
- Throughout my life, I have been active in community organizations. I served as an Officer of Bath Elks Lodge from 1982 through 1989 and as Exalted Ruler of the Lodge 1989-1990. I served as a Trustee of the Lodge from 1990 until 1995 and from 2016 to present. I have held several National and State offices within the Elks Organization and currently a member of the Board of Trustees of the NYS Elks Association.
- January 1993, I was elected to the Bath-Haverling Board of Education. I served as Vice-President of the Board from 1996 until June 2001 when I was selected as President of the Board. I served in that capacity until I resigned, for medical reasons, in March 2003.
- I am a past member of the Board of Directors at the Bath Country Club Inc. and served 4 years as Vice President of the Board.
- I have been a regularly scheduled volunteer at the Bath VA Medical Center for the past 30 years. I've been a member of the Veterans Administration Voluntary Service Executive Committee for 4 years and have served Chairman of the Committee for the 4 years. I was reelected to the Board in January 2017.
- I have had the privilege to serve as a GST BOCES Board member for the past three years and I look forward to continued involvement in the education of our children and adults by serving as a member of the GST BOCES Board.

Robert K. Wheeler



CORNING  
FOUNDATION

February 13, 2020

Hammondsport Central School District  
8272 Main Street  
Hammondsport, NY 14840-0368

Dear Sir or Madam,

Enclosed is a Corning Incorporated Foundation check in the amount of \$900.00 representing a grant for hours volunteered and redeemed by the following employee(s) under the Dollars for Doers Program:

Donor Name: Kevin Bennett  
Date of Redemption: 01072020  
Grant amount: \$150  
Notes:

Donor Name: Kevin Bennett  
Date of Redemption: 01072020  
Grant amount: \$150  
Notes:

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Date of Redemption: 01072020  
Grant amount: \$150  
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Date of Redemption: 01072020  
Grant amount: \$150  
Notes:

Donor Name: Kevin Bennett  
Date of Redemption: 01072020  
Grant amount: \$150  
Notes:

Sincerely,

Ashley L. Knowles  
Program Specialist

**AFFILIATION AGREEMENT**  
**WITH Hammondsport Central School District**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between MANSFIELD UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as “University”), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and the school district, **Hammondsport Central School District** (hereinafter “School District”). The parties intend to be legally bound to the following terms:

**DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. Selection of Students.* The University shall be responsible for the selection of qualified students to participate in field experiences, practicum assignments, or student teaching placements. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least two weeks prior to the field experience, practicum assignment, or student teaching placement.
- d. Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the field experience, practicum assignment, or student teaching placement.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth’s Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance

Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

#### **DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT**

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a center for field experiences, practicum assignments, or student teaching placements. This field experience, practicum assignment, or student teaching placement is for students enrolled in the University's teacher education program, and it is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least two weeks in advance of the student's participation.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan, and evaluate the experience of the student(s).
- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during field experiences, practicum visits, or student teaching placements.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.

- h. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

## **MUTUAL TERMS AND CONDITIONS**

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for field experiences, practicum assignments, or student teaching placements.
- b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days' notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin; on Title IX of the Education Amendments of 1972; and on other applicable laws, as well as on the provisions of the Americans with Disabilities Act.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.

- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Mansfield University of Pennsylvania

Hammondsport Central School District

\_\_\_\_\_  
Joshua Battin, Ph.D.  
Dean of Faculty  
College of Arts and Humanities

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

Please return to:  
Mansfield University  
Educational Field Experiences  
55 Wilson Avenue  
204 Retan Center  
Mansfield, PA 16933





## **Hammondsport Central School District**

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### **Professional Technical Services Agreement**

Date: 2/10/2020

Micro Solutions 38  
West Market Street  
Corning, NY 14830 1-  
877-405-7763

This "Professional Technical Services Agreement", entered into by and between **ESSEN COMPUTER TECHNOLOGIES, INC. (DBA MICRO SOLUTIONS)**, an S corporation having its principal offices at 38 West Market St, Corning, NY 14830, hereinafter referred to as the "**Vendor**", and **HAMMONDSPOORT CENTRAL SCHOOL DISTRICT**, having its principal offices at 8272 Main St, Hammondsport, NY 14840, hereinafter referred to as the "**Client**", determines the rights and responsibilities agreed to by both parties.

WHEREAS, the "**Vendor**" is in the business of developing and providing the services set forth in the signed and attached "FlexForce Proposal", which the "**Vendor**" offers to provide and support.

NOW, THEREFORE, the parties agree as follows;

#### **1. Definitions**

As used in this Agreement, the following definitions shall apply. "**Service**" shall mean the service or services identified in the signed and attached "FlexForce Proposal".

#### **2. Service Fees**

a. The service fees shall be those set forth in the signed and attached "FlexForce Proposal".

#### **3. Term of agreement – effective date**

- a. Unless otherwise terminated or cancelled, as provided herein, the term of this Agreement shall commence upon "**Client**" Board approval of this agreement.
- b. This Agreement shall terminate on June 30, 2022, unless terminated sooner, in accordance with Paragraph 6, below.
- c. This Agreement includes an option for a 2 Year Renewal.

#### **4. Communications**

- a. "**Vendor**" will setup regular meetings with the "**Client**" to insure their needs are being met; these meetings will be monthly, bi-monthly or quarterly as agreed by the "**Client**".
- b. "**Vendor**" staff will also be available by phone and email during regular business hours.
- c. If "**Vendor**" is needed after hours, a call will need to be placed to our automated system, unless a custom SLA is in place.

**5. Indemnity – Proprietary Rights**

“Vendor” shall defend or settle, at its own expense, any claim against “Client” that the use of services infringes any patent, copyright, trade secret, or other proprietary right, and shall indemnify “Client” and hold it harmless against all damages, judgments, and attorney’s fees arising out of the foregoing. Vendor shall also defend and hold “Client” harmless for misconduct and/or negligent acts by its employees and agents.

**6. Termination / Cancellation**

Either party may terminate / cancel this Agreement at any time and for any reason upon 30 days’ prior written notice or as otherwise provided herein. In the event of any termination / cancellation of this Agreement, the “Vendor” as an exclusive remedy may require “Client” to cease any further use of services or any portion thereof. Upon termination, fees for ongoing services shall be prorated for the period of actual service.

**7. Limitation of liability**

OTHER THAN THAT WHICH IS SPECIFIED IN THIS AGREEMENT AND EXHIBIT 1, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**8. Assignment**

Neither party shall assign, transfer, convey, sublet pledge, hypothecate, or otherwise dispose of its rights, title or interests herein, or its power to execute this Agreement, to any other person, corporation, or entity without the prior written consent of the other party.

**9. General.**

- a. This Agreement and its attachment(s)/exhibit is/are the complete and exclusive statement of the agreement between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.
- b. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto and approved by “Client’s” Board of Education.

**10. Governing Law and Jurisdiction**

- a. This Agreement shall be interpreted in accordance with the substantive laws of the State of New York.
- b. Any suits concerning this Agreement will be brought and adjudicated in the federal or state court(s) having jurisdiction over Steuben County.

**11. Severability**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

**12. Waiver**

No failure or neglect of the “Client” in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any right, power or privilege or of the same right, power, or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the waiving party.

**13. Titles**

The titles of the sections of this Agreement are solely for the convenience of the parties and are not to be used as an aid in the interpretation of the terms and conditions thereof.

**14. Authority to Execute**

Each individual signing this Agreement certifies that (1) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (2) such organization has obtained all necessary approvals to enter into this Agreement including, but not limited to, the approval of its governing board, and (3) when executed, this Agreement is a valid and enforceable obligation of such organization.

**15. Protection of Confidential Information and Education Law Section 2-d Compliance**

Vendor will protect the Client’s Confidential Information from unauthorized use, access and/or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, with no less than reasonable care, and in accordance with the Education Law

Section 2-d Addendum attached hereto as Exhibit "1." Exhibit 1 is incorporated herein by reference as if fully set forth herein. In the event of a conflict between the Agreement and Exhibit 1, Exhibit 1 shall control. Vendor will train its employees and agents on the requirements of FERPA, Education Law Section 2-d and its implementing requirements and other applicable laws, regulations and policies governing client's confidential information.

**16. Independent Contractors**

Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein. Vendor is solely responsible for the payment/provision of wages and benefits to its employees and agents.

**17. Insurance**

Each party hereby agrees to obtain and thereafter maintain in full force and effect during the term of this Agreement general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

**18. Legal Compliance and Training**

Each party shall at all times comply with all federal, state and local laws, ordinances, regulations, and orders that are applicable to the operation of its organization, and this Agreement and its performance, including, but not limited to, those related to wage and hour compliance and equal opportunity/non-discrimination/non-harassment. Each party has and will continue to train its employees regarding sexual harassment prevention, in accordance with New York State Labor Law Section 201-G requirements.

*[signature page follows]*

**Accepted on behalf of:**

Essen Computer Technologies, Inc.

Hammondsport Central School

District DBA Micro Solutions

BY:

BY:

Printed Name:

Printed Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

## Exhibit "1"

### Compliance With New York State Education Law Section 2-d Contract Addendum

The Hammondspport Central School District is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d"), and ESSEN COMPUTER TECHNOLOGIES, INC. (DBA MICRO SOLUTIONS) ("Contractor"), is a third party contractor, as that term is used in Section 2-d. The District and Contractor have entered into this Contract Addendum to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

#### Definitions

As used in this Addendum and related documents, the following terms shall have the following meanings:

"Student Data" means personally identifiable information from student records that Contractor receives in connection with providing Services under the Agreement.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor" or "Contractor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"Educational Agency" or "District" means the Hammondspport Central School District.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Contractor's product/service.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information or Educational Agency Data.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students.

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

#### Contractor Obligations and Agreements

Contractor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under the Agreement ("Contract") and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of the Contract. Contractor shall:

- (a) limit internal access to education records only to those employees and subcontractors who are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);
- (b) only use personally identifiable information for the explicit purpose authorized by the Contract, and must/will not use it for any purpose other than that explicitly authorized in the Contract;
- (c) not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Contract, unless (i) if student PII, or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- (d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;
- (e) use encryption technology to protect data while in motion or in its custody (i.e., in rest) from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5 using a technology or methodology specified by the secretary of the U S.);
- (f) not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
- (g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Contractor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after such discovery of such breach;
- (h) cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information;
- (i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, and that comply with the District's data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the District's Parents' Bill of Rights for Data Privacy and Security, set forth below, as well as all applicable federal, state and local laws, rules and regulations;
- (j) acknowledge and hereby agrees that the State-protected Data which Contractor receives or has access to pursuant to the Contract is owned by the District or parent/eligible student from which it originates;
- (k) acknowledge and hereby agrees that if Contractor has an online terms of service and/or Privacy Policy that may otherwise be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with the terms of Contract, the terms of this Addendum first and then the Contract shall be given precedence;



(l) acknowledge and hereby agrees that Contractor shall promptly pay for or reimburse the educational agency for the full cost of such breach notification to parents and eligible students due to the unauthorized release of student data by Contractor or its agent or assignee;

(m) ensure that employees, assignees and agents of Contractor who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to such data; and

(n) ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by the data protection obligations imposed on the Contractor by law, the Agreement and this Addendum.

### **Hammondsport Central School District Parents' Bill of Rights for Data Privacy and Security**

The Hammondsport Central School District Parents' Bill of Rights for Data Privacy and Security is available here: <https://www.hammondsportcsd.org/> and is included below.

#### **Hammondsport Central School District Parents' Bill of Rights for Data Privacy and Security**

The Hammondsport Central School District is committed to ensuring student privacy and recognizes that parents, legal guardians, and persons with a parental relationship to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law §2-d. To this end, the District is providing the following Parent's Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. Parents have the right to inspect and review the complete contents of their child's education record;
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, New York 12234; and
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Kyle Bower, Superintendent, Hammondsport Central School District, Hammondsport, New York 14840 or Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

### **Supplemental Information About Contract Between the District and Contractor**

(a) The exclusive purposes for which the personally identifiable information will be used by Contractor is to provide the technology support services as described in the Contract and FlexForce Proposal.

(b) Personally identifiable information received by Contractor, or by any assignee of Contractor, from the District or District students shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Contractor, or by any assignee of Contractor shall not be shared with a sub-contractor except as authorized by District and pursuant to a written contract that binds

such a party to at least the same data protection and security requirements imposed on Contractor under the Contract, as well as all applicable state and federal laws and regulations.

(d) The effective date of the Agreement and Addendum shall be upon District Board approval of the Agreement through June 30, 2022, unless sooner terminated in accordance with the terms of the Agreement.

(e) Upon expiration or termination of the Contract without a successor or renewal agreement in place, Contractor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Contractor shall thereafter securely delete all educational agency data remaining in the possession of Contractor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Contractor in secure data center facilities. Contractor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the secure data center facilities. To the extent that Contractor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Contractor and/or its subcontractors or assignees will provide a certification to the District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Contractor will cooperate with the educational agency to amend such data.

(g) Contractor shall store and maintain PII in electronic format on systems maintained by Contractor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the District's data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the District's Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.



## Hammondsport Central School District

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### FlexForce Proposal

Date: 3/9/2020

Micro Solutions  
38 West Market Street  
Corning, NY 14830  
1-877-405-7763  
info@micro-solutions.net

## **Company Background & Information**

Micro Solutions – Your Total Business IT Solution! Founded in 1996, from our corporate headquarters in Corning, NY, we've been successfully serving business customers in the Finger Lakes and beyond. Our offerings include: IT Security (PCI, penetration testing), Compliance as a Service (HIPAA / HITECH), enterprise network configuration and management, IT project management and leadership, IT consulting, Business Continuity (Backup & DR), hardware sales and service, helpdesk and onsite support, IT staffing, as well as our private, hybrid and public cloud for small-large businesses – BUNKERcloud powered by Amazon Web Services.

Micro Solutions network configuration and management experience ranges from large enterprise networks to smaller business infrastructures. We specialize in various vendor solutions, wireless, wired, network management, monitoring and maintenance renewals. We also work with multiple vendors who provide supplemental services for cabling infrastructure.

Our staffing division specializes in the recruitment and placement of Senior Level IT and Engineering professionals. We negotiate contract, contract-to-hire, and direct placement. We will work with your organization to determine what works best. Since we value our contractors, all are offered a variety of benefits. This sets us apart from other staffing agencies.

BUNKERcloud powered by Amazon Web Services: We offer our own exclusively managed and maintained cloud. It can save money and worry while increasing business effectiveness, productivity, and work-life flexibility. Some of the services offered under this brand are: DaaS (Amazon Workspaces), Applications hosting, Virtual Windows Servers, data storage and Mobile Device Management.

Micro Solutions is known for our professional, creative, and entrepreneurial style. With over two decades of proven excellence in IT, we maintain very close relationships with our clients. This is another reason we stand out from our competition!

This proposal includes a service bundled into a monthly service fee or spelled out as separate as needed service.

- **FlexForce Classroom Technology Specialist** – Onsite scheduled visits for the purpose of supporting end user devices, printers, applications and systems. This person takes direction from our Technical Services Manager and the client’s administrative team. (See attached Job Description)

Working with Micro Solutions provides our clients with an entire team of technical experts with varying degrees of expertise across a wide array of technologies. Our employees work together and use each other to expedite the remediation process for our client’s issues.

Managed Service Fees

Scheduled Onsite	Qty.	Monthly Cost	Total Yearly Cost
FlexForce Classroom Technology Specialist – 1 FTE – 2020-2021	1	\$7,957	\$95,484
FlexForce Classroom Technology Specialist – 1 FTE – 2021-2022	1	\$8,196	\$98,352

Services on this document start July 1, 2020 and end June 30, 2022.

This agreement also carries a 2 year renewal option.

Accepted by:

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Authorized Signature                      Service Provider                      Date

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Authorized Signature                      Client                      Date

# HAMMONDSPORT

Central School District

8272 Main Street Hammondsport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

To: Board of Education  
From: Kyle C. Bower, Superintendent   
Date: March 5, 2020  
Re: Surplus IT equipment for donation

I recommend the Board declare surplus the following IT item for the purpose of donation to the Hammondsport American Legion:

Lexmark XM1145, Serial #CCAA13LP0150T2

## BOARD OF EDUCATION

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett

**GENERAL RESOLUTION**  
**FOR THE PURPOSE OF**  
**PARTICIPATING IN A COOPERATIVE BID COORDINATED BY**  
**THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF**  
**ONTARIO, SENECA, WAYNE AND YATES COUNTIES**  
**FOR**

<b>Cooperative Natural Gas Bid WFL 2021-19</b>
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WHEREAS, The Board of Education, \_\_\_\_\_ School District of New York State desires to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase of supply of natural gas. And...

WHEREAS, The Board of Education, \_\_\_\_\_ School District of New York State is desirous of participating with The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o... And...

WHEREAS, The Board of Education, \_\_\_\_\_ School District of New York State has appointed The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education, \_\_\_\_\_ School District of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That The Board of Education, \_\_\_\_\_ School District of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That The Board of Education \_\_\_\_\_ School District of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services... And...

BE IT FURTHER RESOLVED, That The Board of Education \_\_\_\_\_ School District of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That The \_\_\_\_\_ on behalf of the Board of Education, \_\_\_\_\_ School District of New York State hereby is authorized to participate in cooperative bidding conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for supply of natural gas and if requested to furnish The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an estimated minimum number of units that will be purchased by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supt. of Schools/ Designated Rep.

\_\_\_\_\_  
School District



# Memorandum

**To:** GST BOCES Component and Participating  
District Superintendents

**From:** Joseph Kilmer, GST BOCES  
Regional Food Service Director | Coordinator Southern Tier Cooperative Bid

**Date:** April 8, 2020

**Re:** Bid Approval – School Year 2020-2021

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The GST BOCES Food Service Management Program, upon approval of the GST BOCES Board of Education, is seeking bids for the 2020-2021 school year. Included in the bidding are grocery, produce, paper, equipment and bread products. Also included are milk, ice cream and bread for the following school year. Bid details are outlined in the following resolution and supporting documents. Awards are made to the lowest responsible bidder who meets our specifications.

The GST BOCES Food Service Management Program will advertise, award, and work to comply with USDA, NYSED, and other applicable purchasing laws and regulations while soliciting these bids for participating districts.

At this time we are notifying all participating districts that they can now seek board approval for the entire process of participation in the BOCES bids. This includes the local approval of participation in the BOCES bid, as well as approval of awards. We recommend that you seek approval of all bids at this time, as one unit, based on the recommendations of the working committee. Attached is a resolution that you can use to do this.

Once you have received approval would you please return the resolution to our food service office. Thank you for your assistance.

*Joseph Kilmer*

Regional Food Service Director | Coordinator Southern Tier Cooperative Bid  
GST BOCES c/o Horseheads Middle School  
950 Sing Sing Rd.  
Horseheads NY 14845  
607-739-6360  
[jkilmer@gstboces.org](mailto:jkilmer@gstboces.org)

# MEMORANDUM

TO: Cooperative Bid Participants – Food Service Managers  
 FROM: Joseph Kilmer  
 Date: April 8, 2020  
 RE: Group Bids

Following is the 2020-2021 bid schedule:

Bid	Bid Opening	Bid Period
Meat & Grocery	July 8, 2020	August 17, 2020 to January 29, 2021
	December 9, 2020	January 30, 2021 to June 18, 2021
	December 9, 2020	June 21, 2021 to August 13, 2021
NOI/FFS*	January/February 2021*	July 1 through June 30 for the 2021-2022 School Year
Equipment	February 10, 2021	Immediate Placement
Paper	July 8, 2020	August 17, 2020 to February 26, 2021
	January 20, 2021	March 1, 2021 to August 13, 2021
Ice Cream	May 5, 2021	Ice Cream opens at 9:00 am Milk at 10:00 am Bread opens at 8:00 am July 1 through June 30 for the 2021-2022 School Year
Milk		
Bread	June 2, 2021	

\*For participating schools in Food Service Management Program. Bid Opening date to be determined pending NYS OGS Commodity Diversion Calendar for 2021-2022.

**RESOLUTION OF BOARD OF EDUCATION**

**FOR ALL CAFETERIA SUPPLY BIDS**

**SCHOOL YEAR 2020-2021 including Milk, Ice Cream and Bread for following year**

**WHEREAS,**

It is a plan of a number of public school districts in the Greater Southern Tier (GST) BOCES Area in New York, to bid jointly, cafeteria supplies including the following items on the following dates:

**Meat and Grocery (NOI/FFS)** – July 8, 2020, December 9, 2020 and December 9, 2020 for summer prime vendor award.

**Equipment** – February 10, 2021

**Produce – weekly throughout the year**

**Paper** – July 8, 2020, January 20, 2021

**Ice Cream** – May 5, 2021

**Milk** – May 5, 2021

**Bread** – June 2, 2021

**WHEREAS,**

The School District named below is desirous of participating with other districts in the GST BOCES area in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-o, and

**WHEREAS,**

The School District named below wishes to appoint a committee made up of participating schools to assume responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding bids to the lowest bidder who meets the specifications, reporting the results to the schools, and where applicable providing the procurement plan for the School Food Authority; therefore;

**BE IT RESOLVED,**

That the Board of Education of the School District listed below hereby appoints the GST BOCES to represent it in all matters relating above, and

**BE IT FURTHER RESOLVED,**

That the Board of Education of the School District listed below authorizes the above committee to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

**BE IT FURTHER RESOLVED,**

That the Board of Education of the School District listed below agrees to (1) assume its equitable share of the costs of Cooperative Bidding; (2) abide by majority decisions of the participating districts on quality standards; (3) that it will award contracts according to the recommendation of the committee.

**CERTIFICATION OF DISTRICT CLERK**

I, \_\_\_\_\_, District Clerk of the

\_\_\_\_\_ School District Board of Education

hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Signature of District Clerk

\_\_\_\_\_  
Date

**Please Return 1 copy to GST BOCES Food Services and keep 1 copy for your records.**

## Students

**SUBJECT: STUDENT DIRECTORY INFORMATION**

The District shall publish an annual public notice informing parents or eligible students (i.e., a student eighteen (18) years of age or older or who is attending an institution of post-secondary education) of the District's definition of directory information, the parent/eligible student's right to refuse the release of student directory information and indication of the time period for their response. (Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed.) Following such public notice and a reasonable response period, the District may release such information to an outside group without individual consent.

The District has designated the following information as directory information: Student's name, address, telephone listing, e-mail address, photograph/video, date and place of birth, major field of study, dates of attendance, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, the most recent educational agency or institution attended, student ID number, user ID, or other unique personal identifier used to communicate in electronic systems but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user, student ID number or other unique personal identifier that is displayed on a student ID badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

The District may disclose appropriately designated "directory information" without written consent if the District determines the disclosure would not be harmful or an invasion of privacy if released, unless you have advised the District to the contrary in accordance with its procedures. The primary purpose of directory information is to allow the District to include information from your child's education records in certain school or District publications. Examples include: social media, a playbill, showing your student's role in a drama production, the annual yearbook, honor roll or other recognition lists, graduation programs, and sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information can also be disclosed to outside organizations without a parent's prior written consent, such as companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

NOTE: Refer also to Policy #7242 -- Military Recruiters' Access to Secondary School Students and Information on Students

Adopted: 1/20/98

Revised: 1/21/09; 4/14/10; 3/18/20

# POLICY

2020

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Non-Instructional/Business  
Operations

## **SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

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

### **Definitions**

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

- a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

(Continued)

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

- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
- i) "Eligible student" means a student who is eighteen years or older.
- j) "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- l) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- n) "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
- s) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational

(Continued)

# POLICY

2020

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Non-Instructional/Business  
Operations

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

agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- t) "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

## **Data Collection Transparency and Restrictions**

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

- a) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

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

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

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

(Continued)



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Non-Instructional/Business  
Operations

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

## **Chief Privacy Officer**

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

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

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

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

## **Data Protection Officer**

The District has designated a District employee to serve as the District's Data Protection Officer. The Data Protection Officer for the District is the Superintendent of Schools.

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

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

(Continued)

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Non-Instructional/Business  
Operations

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

## **District Data Privacy and Security Standards**

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

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

The District will protect the privacy of PII by:

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

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

(Continued)

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

## **Third-Party Contractors**

### District Responsibilities

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

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

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

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
- e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
- f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

(Continued)

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

Third-Party Contractor Responsibilities

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

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
  1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
  2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- g) Use encryption to protect PII in its custody while in motion or at rest; and
- h) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

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

(Continued)

# POLICY

2020

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Non-Instructional/Business  
Operations

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

### Cooperative Educational Services through a BOCES

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

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

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

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

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

### Click-Wrap Agreements

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

(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Reporting a Breach or Unauthorized Release**

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

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

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

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

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

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

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

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

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

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

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

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

### **Notification of a Breach or Unauthorized Release**

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

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

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

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

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

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

## **Annual Data Privacy and Security Training**

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

## **Notification of Policy**

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

Education Law § 2-d  
8 NYCRR Part 121

Adoption Date