

Unofficial Minutes of the Board of Education

Date: **Wednesday, April 22, 2020 Regular Meeting**

Place: *Video Conference/Livestream*

Per Governor's Executive Order 202.1

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

Also present: Kyle Bower, Superintendent of Schools, Nancy Clark, District Clerk,
Tad Rounds, High School Principal, Joe Koehler, Elementary Principal, Theresa Stopka, Treasurer, Joni
Makowiec, District Curriculum Coordinator/Director of Student Intervention Services

I. Call to Order and Approve Agenda

APPROVE AGENDA

President Carlson called the meeting to order at 5:55 p.m.
He asked if there were additions /changes to the agenda.
There were none.

Unanimously Approved

On motion by Carre Doyle, seconded by Richard Drain:

RESOLVED: That the agenda for this meeting be approved.

II. Pledge of Allegiance

III. Staff Recognition

1. Mr. Rounds acknowledged that Hammondsport Junior-Senior High School is a 2020 Best High School, based on rankings that U.S. News & World Report
2. During their reports, Mr. Bower, Mr. Rounds, Mr. Koehler and Mrs. Makowiec expressed their thanks and appreciation for the work all faculty and staff have done during the COVID-19 shutdown.

IV. Welcome of Visitors and/or Guests

V. Correspondence

1. BOCES Annual Meeting/Budget Information
2. Trever Welch - Thank you note for scholarship
3. Elizabeth Weir, Site Administrator/VP of Nursing, Ira Davenport Memorial Hospital - Thank you note for donation of gloves

VI. Approve Minutes of the Regular Meeting of March 25, 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 March 25, 2020

VII. Reports

1. Joe Koehler, Elementary Principal
2. Tad Rounds, High School
3. Joni Makowiec, District Curriculum Coordinator/Director of Student Intervention Services
4. Kyle Bower, Superintendent

VIII. Financial Items

A. Reports

1. Treasurer's Report for March 2020

ACCEPT
TREASURER'S
REPORTS

On motion by Richard Drain, seconded by Carre Doyle:

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

Unanimously approved

2. Trustees reviewed the Budget Status Report for March
3. Trustees reviewed the Warrant Report for March
4. Cafeteria Report for March
5. Trustees reviewed the Extracurricular Report for March and Quarterly Report

IX. Old Business

1. Approve final reading of Policy #7440 Student Voter Registration and Pre-Registration

APPROVE FINAL
READING OF POLICY
#7440

On motion Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the Approve final reading of Policy #7440 Student Voter Registration and Pre-Registration

Unanimously approved

2. Bradford/Hammondsport sports teams discussion update

X. New Business

1. Approve BOCES Administrative Budget of \$8,399,434

APPROVE BOCES
ADMINISTRATIVE
BUDGET OF \$8,399,434

On motion Carre Doyle, seconded by Kevin Bennett;

Unanimously Approved

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the BOCES Administrative Budget of \$8,399,434

2. Cast Ballot for BOCES Board Members (3)
Donald M. Keddell, Pamela F. Strollo, Robert K. Wheeler

CAST BALLOT FOR
BOCES BOARD
MEMBERS (3)
DONALD M. KEDDELL
PAMELA F. STROLLO
ROBERT K. WHEELER

On motion by Lynda Lowin, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby casts ballot for BOCES Board Members (3)
Donald M. Keddell, Pamela F. Strollo, Robert K. Wheeler

Unanimously Approved

3. Accept donation from the Corning Foundation in the amount of \$900

ACCEPT DONATION
FROM THE CORNING
FOUNDATION IN THE
AMOUNT OF \$900

On motion by Carre Doyle, seconded by Richard Drain;

RESOLVED: That the Board of Education of Hammondsport Central School hereby accepts the donation from the Corning Foundation in the amount of \$900

Aye: Dennis Carlson,
Richard Drain
Lynda Lowin
Carre Doyle
Abstained: Kevin Bennett

Approved

4. Approve agreement between Hammondsport Central School and Mansfield University to allow placement of MU students in Hammondsport Central School for student teaching, observation or shadowing

APPROVE AGREEMENT
BETWEEN
HAMMONDSPORT
CENTRAL SCHOOL AND
MANSFIELD
UNIVERSITY

Unanimously Approved

On motion Lynda Lowin, seconded by Richard Drain;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the agreement between Hammondsport Central School and Mansfield University to allow placement of MU students in Hammondsport Central School for student teaching, observation or shadowing

5. Approve 2-year, Professional Technical Services Agreement between Hammondsport Central School and MicroSolutions

On motion Kevin Bennett, seconded by Richard Drain;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the 2-year, Professional Technical Services Agreement between Hammondsport Central School and MicroSolutions

APPROVE 2-YEAR,
PROFESSIONAL
TECHNICAL SERVICES
AGREEMENT BETWEEN
HAMMONDSPORT
CENTRAL SCHOOL AND
MICROSOLUTIONS

Unanimously Approved

6. Declare surplus IT item Lexmark XM1145 printer, Serial #CCAA13LP150T2 for the purpose of donation to the Hammondsport American Legion

On motion Carre Doyle, seconded by Lynda Lowin;

RESOLVED: That the Board of Education of Hammondsport Central School hereby declares surplus IT item Lexmark XM1145 printer, Serial #CCAA13LP150T2 for the purpose of donation to the Hammondsport American Legion

DECLARE SURPLUS IT
ITEM LEXMARK
XM1145 PRINTER,
SERIAL
#CCAA13LP150T2
FOR THE PURPOSE OF
DONATION TO THE
HAMMONDSPORT
AMERICAN LEGION

Unanimously Approved

7. Approve participation in the Wayne-Finger Lakes Cooperative Natural Gas Bid effective October 1, 2020-September 30, 2021

On motion Kevin Bennett, seconded by Carre Doyle;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the participation in the Wayne-Finger Lakes Cooperative Natural Gas Bid effective October 1, 2020-September 30, 2021

APPROVE
PARTICIPATION IN THE
WAYNE-FINGER LAKES
COOPERATIVE
NATURAL GAS BID
EFFECTIVE OCTOBER 1,
2020-SEPTEMBER 30,
2021

Unanimously Approved

8. Approve GST BOCES Cooperative Cafeteria Supply Bids for the 2020-2021 school year

APPROVE GST BOCES
COOPERATIVE
CAFETERIA SUPPLY
BIDS FOR THE
2020-2021 SCHOOL
YEAR

On motion Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the GST BOCES Cooperative Cafeteria Supply Bids for the 2020-2021 school year

Unanimously Approved

9. Approve first reading of revision of Policy #7540 Student Directory Information

APPROVE FIRST
READING OF REVISION
OF POLICY #7540
STUDENT DIRECTORY
INFORMATION

On motion Lynda Lowin, seconded by Kevin Bennett;

After discussion, the Board recommends this item be tabled

Tabled

10. Approve first reading of Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data

APPROVE FIRST
READING OF POLICY
#5676 PRIVACY AND
SECURITY FOR
STUDENT DATA
AND TEACHER AND
PRINCIPAL DATA

On motion Lynda Lowin, seconded by Carre Doyle;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the first reading of Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data

Aye: Dennis Carlson,
Kevin Bennett
Lynda Lowin
Carre Doyle
No: Richard Drain

Approved

XI. Personnel Report

PERSONNEL REPORT

A. Abolish Positions

None

B. Resignations/Retirements/Leaves

None

C. Appointments

None

XII. Public Comment

None

XIII. Board Topics for Next Meeting

1. Moving forward with BoardDocs meeting agenda platform

XIV. CSE/CPSE Recommendations

On motion by Lynda Lowin; seconded by Carre Doyle;

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

CSE/CPSE
RECOMMENDA
TIONS

Unanimously Approved

XV. Meetings/Dates

Wednesday, May 20, 2020 - Regular Meeting Board of
Education 6:00 p.m.

Wednesday, July 8, 2020 -Re-Organization/Regular Meeting,
6:00pm

XVI. Adjourn

On motion by Kevin Bennett, seconded by Lynda Lowin:

RESOLVED: That the Board of Education of Hammondsport Central School District hereby adjourns this meeting. Time 8:50pm

ADJOURN

Unanimously Approved

By: _____
Nancy R. Clark
District Clerk

Unofficial Minutes of the Board of Education

Date: **Wednesday, April 28, 2020 Workshop**

Place: Via Zoom 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,
Sara Visingard, Harris Beach

I. Call to Order

President Carlson called the meeting to order at 7:30am.

II. Welcome of Visitors and/or Guests

III. Discussion

1. Policy #7540 Student Directory Information and Policy #5676
Privacy and Security for Student Data and Teacher and Principal
Data

VI. Adjourn

ADJOURN

On motion by Richard Drain; seconded by Kevin Bennett;

Unanimously Approved

RESOLVED: That the Board of Education of Hammondsport Central
School hereby adjourns this meeting. Time 8:13am

By: _____
Nancy R. Clark
District Clerk

Unofficial Minutes of the Board of Education

Date: **Thursday, May 7, 2020 Special Budget Meeting**

Place: *Video Conference/Livestream*
Per Governor's Executive Order 202.1

Board Members Present: Dennis Carlson, Richard Drain, Kevin Bennett, Lynda Lowin, and Carre Doyle
Also present: Kyle Bower, Superintendent of Schools, Nancy Clark, District Clerk,

I. Call to Order and Approve Agenda

APPROVE
AGENDA

Unanimously approved

President Carlson called the meeting to order at 7:30am.

On motion by Kevin Bennett, seconded by Carre Doyle:
RESOLVED: That the agenda for this meeting be approved.

II. Pledge of Allegiance

III. Correspondence

1. Draft of Laker Lines discussion

IV. New Business

1. Adopt Budget proposal of \$14,887,079 for the 2020-2021 school year to be presented to voters on June 9, 2020

ADOPT BUDGET
PROPOSAL OF
\$14,887,079 FOR THE
2020-2021 SCHOOL
YEAR TO BE
PRESENTED TO
VOTERS ON JUNE 9,
2020

On motion by Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby adopts budget proposal of \$14,887,079 for the 2020-2021 school year to be presented to voters on June 9, 2020

Unanimously Approved

2. Approve 2020-2021 Property Tax Report Card

APPROVE 2020-2021
PROPERTY TAX
REPORT CARD

On motion by Carre Doyle, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the 2020-2021 Property Tax Report Card

Unanimously Approved

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

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

On motion by Richard Drain, seconded by Lynda Lowin;

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

Unanimously Approved

V. Public Comment
None

VI. Adjourn

ADJOURN

On motion by Kevin Bennett; seconded by Lynda Lowin;

Unanimously Approved

RESOLVED: That the Board of Education of Hammondspport Central School hereby adjourns this meeting. Time 8:12am

By: _____
Nancy R. Clark
District Clerk

**HAMMONDSPORT CENTRAL SCHOOL
TREASURER'S REPORT**

For period 4/1/2020 to 4/30/2020

GENERAL FUND

		BEGINNING BALANCE:	<u>\$6,675,356.31</u>	<u>\$6,675,356.31</u>
RECEIPTS	STATE AID ACCOUNT		\$11,073.72	
	TAX ACCOUNT		0.00	
	TRUST AND AGENCY FUND		\$529.24	
	SPECIAL AID FUND		\$2.51	
	SCHOOL LUNCH FUND		\$311.27	
	NYS DEPARTMENT OF HEALTH		\$6,601.14	
	PAYROLL ACCOUNT		\$1.84	
	MISCELLANEOUS		\$20.00	
	INTEREST		\$1,371.37	
	TOTAL RECEIPTS:		<u>\$19,911.09</u>	<u>\$19,911.09</u>
DISBURSEMENTS	GROSS PAYROLL		\$485,492.17	
	WARRANTS		\$370,402.12	
	TRUST AND AGENCY FUND		\$1,062.68	
	SCHOOL LUNCH FUND		\$0.00	
	SPECIAL AID FUND		\$11,073.72	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS		\$0.00	
	TOTAL DISBURSEMENTS:		<u>\$868,030.69</u>	<u>(\$868,030.69)</u>
	FIVE STAR/GENERAL FUND CHECKING		\$442,439.30	
	FIVE STAR/TAX ACCOUNT		\$0.00	
	FIVE STAR/STATE AID ACCOUNT		\$1,335,517.33	
	FIVE STAR/GENERAL FUND INVESTMENT		\$4,049,280.08	
	ENDING BALANCE:		<u>\$5,827,236.71</u>	<u>\$5,827,236.71</u>

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 4/1/2020 to 4/30/2020

SCHOOL LUNCH FUND

	BEGINNING BALANCE:	<u>\$56,115.02</u>	<u>\$56,115.02</u>
RECEIPTS	NYS COMPTROLLER/GENERAL FUND	\$0.00	
	BREAKFAST/LUNCH/SNACK BAR REVENUE	\$0.00	
	PAYFORIT.COM	\$0.00	
	GENERAL FUND	\$0.00	
	TRUST AND AGENCY	\$4.70	
	ISS REBATE	\$81.31	
	MISCELLANEOUS	\$0.00	
	INTEREST	\$1.93	
	TOTAL RECEIPTS:	<u>\$87.94</u>	<u>\$87.94</u>
DISBURSEMENTS	GROSS PAYROLL	\$8,050.90	
	WARRANTS	\$19,501.77	
	FIVE STAR/GENERAL FUND	\$311.27	
	FIVE STAR/TRUST AND AGENCY	\$0.00	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$27,863.94</u>	<u>(\$27,863.94)</u>
	FIVE STAR/SCHOOL LUNCH FUND ACCOUNT	\$28,339.02	
	ENDING BALANCE:	<u>\$28,339.02</u>	<u>\$28,339.02</u>

**HAMMONDSPORT CENTRAL SCHOOL
TREASURER'S REPORT**

For period 4/1/2020 to 4/30/2020

SPECIAL AID FUND

	BEGINNING BALANCE:	<u>\$58,011.87</u>	<u>\$58,011.87</u>
RECEIPTS	NYS COMPTROLLER/GENERAL FUND	\$11,073.72	
	MISCELLANEOUS	\$0.00	
	INTEREST	\$2.23	
	TOTAL RECEIPTS:	<u>\$11,075.95</u>	<u>\$11,075.95</u>
DISBURSEMENTS	GROSS PAYROLL	\$24,163.82	
	WARRANT	\$0.00	
	FIVE STAR/GENERAL FUND	\$2.51	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$24,166.33</u>	<u>(\$24,166.33)</u>
	FIVE STAR/SPECIAL AID FUND	\$44,921.49	
	ENDING BALANCE:	<u>\$44,921.49</u>	<u>\$44,921.49</u>

**HAMMONDSPORT CENTRAL SCHOOL
TREASURER'S REPORT**

For period 4/1/2020 to 4/30/2020

TRUST AND AGENCY FUND

		BEGINNING BALANCE:	<u>\$477,876.27</u>	<u>\$477,876.27</u>
RECEIPTS	GROSS PAYROLL (GF, SCHL, SP AID)		\$517,706.89	
	HEALTH INSURANCE RECOVERIES-EMPLOYEE			
	RETIREES, COBRA		\$12,452.67	
	FIVE STAR/GENERAL FUND		\$1,062.68	
	FIVE STAR/KEELER FUND		\$500.00	
	FIVE STAR/LAWRENCE FUND		\$1,000.00	
MISCELLANEOUS			\$0.00	
	INTEREST PAYROLL ACCOUNT		\$1.74	
	INTEREST TRUST AND AGENCY FUND		\$33.98	
		TOTAL RECEIPTS:	<u>\$532,757.96</u>	<u>\$532,757.96</u>
DISBURSEMENTS	NET PAYROLL (WARRANT)		\$8,044.93	
	NET PAYROLL (ACH DEPOSITS)		\$317,859.24	
	PAYROLL TAXES		\$135,403.82	
	WARRANT		\$32,556.22	
	NYS EMPLOYEE RETIREMENT SYSTEMS		\$1,516.43	
	HEALTH ECONOMICS		\$1,875.65	
	FIVE STAR/GENERAL FUND		\$531.08	
CHECKS RETURNED FOR NOT SUFFICIENT FUNDS			\$0.00	
		TOTAL DISBURSEMENTS:	<u>\$497,787.37</u>	<u>(\$497,787.37)</u>
FIVE STAR/TRUST AND AGENCY			\$512,845.12	
	FIVE STAR/PAYROLL ACCOUNT		\$1.74	
		ENDING BALANCE:	<u>\$512,846.86</u>	<u>\$512,846.86</u>

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 4/1/2020 to 4/30/2020

CAPITAL FUND

BEGINNING BALANCE: \$2,229,335.26 \$2,229,335.26

RECEIPTS

INTEREST CAPITAL FUND ACCOUNT	\$0.00	
INTEREST CAPITAL OUTLAY ACCOUNT	\$4.30	
INTEREST CAPITAL PROJECT 2017 ACCOUNT	\$184.48	
INTEREST CAPITAL PROJ 2017 INVESTMENT	\$0.00	
TOTAL RECEIPTS:	<u>\$188.78</u>	<u>\$188.78</u>

DISBURSEMENTS	WARRANT (CAPITAL FUND ACCOUNT)	\$0.00	
	WARRANT (CAPITAL OUTLAY ACCOUNT)	\$0.00	
	WARRANT (CAPITAL PROJECT 2017 ACCOUNT)	\$518,651.66	
	TRANSFER TO FIVE STAR/GENERAL FUND	\$0.00	
	TRANSFER TO FIVE STAR/DEBT SERVICE	\$0.00	

TOTAL DISBURSEMENTS: \$518,651.66 (\$518,651.66)

FIVE STAR/CAPITAL FUND ACCOUNT	\$0.00	
FIVE STAR/CAPITAL OUTLAY ACCOUNT	\$87,180.71	
FIVE STAR/CAPITAL 2017 PROJECT ACCOUNT	\$1,623,691.67	
FIVE STAR/CAPITAL 2017 PROJ INVESTMENT	\$0.00	
ENDING BALANCE:	<u>\$1,710,872.38</u>	<u>\$1,710,872.38</u>

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 4/1/2020 to 4/30/2020

OTHER DISTRICT OWNED ACCOUNTS

RESERVES	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	
	TOTAL RESERVE FUNDS	<u>\$1.14</u>	<u>\$1.14</u>
SCHOLARSHIPS	FIVE STAR/LAWRENCE SCHOLARSHIP	\$30,492.90	
	FIVE STAR/KEELER SCHOLARSHIP	\$36,561.81	
	FIVE STAR/PARA SCHOLARSHIP	\$1,965.68	
	FIVE STAR/SIRRINE SCHOLARSHIP	\$21,257.70	
	FIVE STAR/MCCANN SCHOLARSHIP	\$889.09	
	FIVE STAR/WAGNER SCHOLARSHIP	\$2,430.84	
	FIVE STAR/TAYLOR SCHOLARSHIP	\$86,003.95	
	FIVE STAR/SCHROEDER-BETHKE SCHOLARSHIP	\$2,263.75	
	FIVE STAR/WAMBOLD SCHOLARSHIP	\$1,759.19	
	FIVE STAR/2018 SCHOLARSHIP	\$793.02	
	TOTAL SCHOLARSHIP FUNDS	<u>\$184,417.93</u>	<u>\$184,417.93</u>
INVESTMENTS	FIVE STAR/MINNERLY INVESTMENT	\$33,087.88	
	FIVE STAR MCCANN INVESTMENT	\$27,843.41	
	FIVE STAR/HS ATTENDANCE AWARD	\$213.73	
	FIVE STAR/UNEMPLOYMENT RES INVESTMENT	\$65,518.76	
	FIVE STAR/ERS RES INVESTMENT	\$619,934.27	
	FIVE STAR/EBALR RES INVESTMENT	\$823,528.95	
	FIVE STAR/WORKERS COMP RES INVESTMENT	\$131,771.15	
	FIVE STAR/TRANSP RES INVESTMENT	\$204,532.18	
	FIVE STAR/DEBT SERVICE RES INVESTMENT	\$17,224.89	
	FIVE STAR/TECHNOLOGY RES INVESTMENT	\$188,636.74	
	FIVE STAR/CAPITAL 2014 PROJECT RES INV	\$27,148.69	
	FIVE STAR/REPAIR 2016 RES INVESTMENT	\$28,609.60	
	FIVE STAR/TRS 2019 RES INVESTMENT	\$85,740.36	
	FIVE STAR/DEBT SERVICE FUND INVESTMENT	\$186,462.24	
	FIVE STAR/BOOKS IN HOMES	\$140.02	
	TOTAL INVESTMENT FUNDS:	<u>\$2,440,392.87</u>	<u>\$2,440,392.87</u>
	TOTAL RESERVES, SCHOLARSHIPS & INVESTMENTS:	<u>\$2,624,811.94</u>	<u>\$2,624,811.94</u>

HAMMONDSPORT CENTRAL SCHOOL
TREASURER'S REPORT

For period 4/1/2020 to 4/30/2020

CERTIFICATION

This is to certify that I have received these balances


DISTRICT CLERK

5/6/20
DATE

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


SUPERINTENDENT

5/6/2020
DATE

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


DISTRICT TREASURER
 5/7/2020

5/6/20
DATE

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, 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, 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 at its discretion and in accordance with its Limited Directory Information Disclosure policy set forth in Policy 7240 disclose appropriately designated "directory information" without written consent if the District determines that 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
Policy #7240—Student Records: Access and Challenge

Adopted: 1/20/98

Revised: 1/21/09; 4/14/10;

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)

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)

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.

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.

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)

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)

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:

(Continued)

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

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

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

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

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

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

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

(Continued)

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

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

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

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

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

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

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

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

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

(Continued)

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

Reporting a Breach or Unauthorized Release

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

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

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

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

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

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

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

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

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

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

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

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

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

Notification of a Breach or Unauthorized Release

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

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

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

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

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

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

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

Annual Data Privacy and Security Training

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

Notification of Policy

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

Education Law § 2-d
8 NYCRR Part 121

Adoption Date

CROSS CONTRACT REQUEST

School Year: 2020-2021

PART I - To be completed by the district requesting the cross contract

School District Requesting Service:

Address (Street, City, State, Zip):

Service Requested:

Cooperative Electric Supply Bid WFL 2021-12

From (name of BOCES providing service):

Wayne-Finger Lakes BOCES

NOTE: Signature indicates availability of funds in the district budget to pay for said request \$1950 4d.

Estimated Cost \$ 1,363+ 5% Admin. Fee

Date:

Superintendent of Schools Signature

FORWARD ALL COPIES TO YOUR LOCAL BOCES DISTRICT SUPERINTENDENT
ATTACH ALL NECESSARY ADDITIONAL INFORMATION -- i.e., numbers, names of participants, etc.)

PART II - To be completed by the LOCAL BOCES District Superintendent

It is hereby requested that cross-contract arrangements be made with the

Wayne-Finger Lakes

BOCES to provide the service listed above.

Date:

Local BOCES District Superintendent's Signature

BOCES Name:

BOCES Address:

FORWARD ALL COPIES TO THE
DISTRICT SUPERINTENDENT OF THE
PROVIDING BOCES

PART III - To be completed by the District Superintendent of the BOCES providing the service

Co-Ser # 601

Activity

7011

Service Code (if applicable)

601.020

Title of Service

Cooperative Electric Bid

Basis for charge
(please check one)

%

FTE

RWADA

COMBINED RATE

PER PUPIL/UNIT: \$

Estimated Charge: \$

1,363 + 5% Adm.

Other:

Date:

District Superintendent's Signature of Providing BOCES

PLEASE PROCESS AS FOLLOWS: This form is designed to be utilized by Districts for requesting services from BOCES other than their local BOCES. When all appropriate information & signatures have been obtained, the providing BOCES shall distribute copies as follows:
Providing BOCES Program Administrator / Requesting BOCES Business Administrator / Requesting Superintendent of Schools

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

Cooperative Electricity Bid WFL 2021-12
--

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 electricity. 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 electricity 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 OF UNDERSTANDING
between the
HAMMONDSPOrt CENTRAL SCHOOL DISTRICT
and
THE HAMMONDSPOrt EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

CONTINUED CLOSURE DUE TO COVID-19 PANDEMIC

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Hammondsport Central School District (hereinafter the “District”) and the Hammondsport Educational Support Personnel Association (hereinafter the “Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement governing all negotiable items between the District and the Association and for which is currently effective as of the date of this Agreement (hereinafter the “Collective Bargaining Agreement”);

WHEREAS, pursuant to resolutions of the Board of Education of the Hammondsport Central School District on March 25, 2020, the Superintendent was authorized, in part, to place unit members on a paid leave of absence for any portion or all days in which the District was closed to students due to the COVID-19 pandemic (“COVID Shutdown”);

WHEREAS, Executive Order 202.4 requires the District to allow “non-essential personnel . . . to work from home or take leave without charging accruals” with up to fifty-percent (50%) of staff being able to be called in as “essential personnel” to continue necessary operations at school during the COVID shutdown;

WHEREAS, since the commencement of the COVID Shutdown, some Association members have been reporting to work without requirement to do so by his/her supervisor and without being designated as “essential” by the District;

WHEREAS, some Association members designated as “essential” have been unable to report to work when on rotation to report to work during the COVID shutdown; and

WHEREAS, the District and Association wish to clarify obligations of and benefits provided to Association members during the COVID Shutdown.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. Any unit member may be formally designated by the District/Supervisor as “essential” and subject to mandatory reporting to work on dates/times (within his/her normal workday) to perform essential duties for the District during the COVID Shutdown.

2. Employees designated by the District/Supervisor as “essential” and who are called in to work by his/her Supervisor during the COVID Shutdown shall be compensated at an hourly rate equivalent to time and one-half for each hour actually worked. Such increased pay will be in lieu of his/her normal hourly rate and not in addition thereto. No additional pay or extra pay otherwise referenced in the Collective Bargaining Agreement shall apply for any work from home during the COVID shutdown.
3. If voluntarily reporting to work without prior direction to do so by his/her supervisor during the COVID Shutdown, Employee will not receive any additional pay pursuant to Paragraph 2 hereinabove. Employee may be asked to leave work if the District is unable to otherwise comply with orders of the Governor pursuant to Executive Order relative to social distancing and/or working with the public.
4. If called in to report to work during the COVID Shutdown and unable to do so, such employee will be charged his/her appropriate leave time.
5. The aforementioned provisions retroactively apply to the first date of the COVID Shutdown on March 17, 2020 and shall expire, at the latest, as soon as the one hundred eighty (180) instructional day requirement for student attendance has been met for the 2019-2020 school year, as adjusted by Executive Order, law or as required by the State Education Department.
6. This Agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date herein written:

**HAMMONDSPORT CENTRAL
SCHOOL DISTRICT**

BY: _____
Kyle Bower
Its: Superintendent of Schools

Date: _____

**HAMMONDSPORT EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

BY: _____
Darcie Haynes
Its: President

Date: _____

MEMORANDUM OF UNDERSTANDING
between
THE HAMMONDSORT CENTRAL SCHOOL DISTRICT
and
THE HAMMONDSORT EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

VACATION TIME FOR 12-MONTH STAFF – 2019-2020 SCHOOL YEAR

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Hammondsport Central School District (hereinafter the “District”) and the Hammondsport Educational Support Personnel Association (hereinafter the “Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement governing all negotiable items between the District and the Association with a term of July 1, 2017 to June 30, 2020 (hereinafter the “Collective Bargaining Agreement”);

WHEREAS, Executive Order 202.4 requires the District to allow “non-essential personnel . . . to work from home or take leave without charging accruals” with up to fifty-percent (50%) of staff being able to be called in as “essential personnel” to continue necessary operations at school during the COVID shutdown;

WHEREAS, since the commencement of the COVID Shutdown, Association members have continued to report to work and/or perform work from home;

WHEREAS, Article III, Paragraph G(2) of the Collective Bargaining Agreement addresses vacation time and states that “[u]p to five (5) days of unused vacation time may be rolled over to the succeeding year.”

WHEREAS, the District and Association wish to clarify benefits provided to Association members as the result of the COVID Shutdown.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. Due to the unique circumstances resulting from the COVID Shutdown and for the 2019-2020 school year only, Article III (G)(2) of the Collective Bargaining Agreement shall be modified to state the following:

“At the end of the 2019-2020 school year, twelve-month Association members having any vacation days in excess of five (5) days will be automatically cashed-in at the employee’s per diem rate of pay and paid to the employee on or before July 16, 2020”

2. The above modification to Article III (G)(2) is made due to the unique circumstances that surround the COVID-19 shutdown and the need for essential job duties to continue.
3. This Agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date herein written:

**HAMMONDSPORT CENTRAL
SCHOOL DISTRICT**

BY: _____
Kyle Bower
Its: Superintendent of Schools

Date: _____

**HAMMONDSPORT EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

BY: Darcie Haynes
Darcie Haynes
Its: President

Date: 5-7-2020

**MEMORANDUM OF UNDERSTANDING
HAMMONDSPORT CENTRAL SCHOOL DISTRICT
AND
HAMMONDSPORT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

TEACHER AIDES PERFORMING WORK AS SUBSTITUTE TEACHERS

THIS MEMORANDUM OF UNDERSTANDING is made between the Hammondsport Central School District (hereinafter the “District”) and the Hammondsport Educational Support Personnel Association (hereinafter the “Association”).

WHEREAS, the District and the Association entered into a collective bargaining agreement which governs all negotiable items between the parties for the period July 1, 2017 to June 30, 2020 (hereinafter the “Collective Bargaining Agreement”) and has fully ratified a successor agreement effective July 1, 2020 to June 30, 2024.

WHEREAS, the District may utilize teacher aides to fill in as substitute teachers when necessary and after all attempts to obtain outside substitute teachers have been exhausted;

WHEREAS, the District and Association mutually agree to address the issue of pay provided to teacher aides who perform additional duties as substitute teachers,

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. Any teacher aide who is directed by the building principal or District administrator to act as a substitute teacher shall receive a rate of one and one half times (1 1/2x) their regular hourly rate as a teacher aide for time actually worked as a substitute teacher.
2. Any teacher aide who is directed by the building principal or District administrator to act as a substitute teacher shall receive compensation for additional duties pursuant to Paragraph 1 hereinabove and Article X (Out of Title Pay) of the Collective Bargaining Agreement shall not apply.
3. Any time worked as a substitute teacher shall count towards seniority in the title of teacher aide.
4. This agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date herein written:

Hammondsport Central School District

By: Kyle Bower
Its: Superintendent of Schools

Dated: _____

**Hammondsport Educations Support
Personnel Association**

By: Darcie Haynes
Its: President

Dated: _____



MEMORANDUM OF UNDERSTANDING
between the
HAMMONDSORT CENTRAL SCHOOL DISTRICT
and
THE HAMMONDSORT ADMINISTRATORS' ASSOCIATION

CONTINUED CLOSURE DUE TO COVID-19 PANDEMIC

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Hammondsport Central School District (hereinafter the "District") and the Hammondsport Administrators' Association (hereinafter the "Association").

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement governing all negotiable items between the District and the Association with a term of July 1, 2018 to June 30, 2021 (hereinafter the "Collective Bargaining Agreement");

WHEREAS, pursuant to resolutions of the Board of Education of the Hammondsport Central School District on March 25, 2020, the Superintendent was authorized, in part, to place unit members on a paid leave of absence for any portion or all days in which the District was closed to students due to the COVID-19 pandemic ("COVID Shutdown");

WHEREAS, Executive Order 202.4 requires the District to allow "non-essential personnel . . . to work from home or take leave without charging accruals" with up to fifty-percent (50%) of staff being able to be called in as "essential personnel" to continue necessary operations at school during the COVID shutdown;

WHEREAS, since the commencement of the COVID Shutdown, Administrators have continued to report to work and/or perform work from home;

WHEREAS, Article VI(d) of the Collective Bargaining Agreement addresses vacation time and states, in part, that ". . . the Principal, at his/her discretion, may elect to receive payment for up to five (5) days of unused vacation time at a per diem rate of 1/240th of his/her current salary. In such even, the number of paid vacation days cashed in shall be deducted from the Principal's accumulated vacation days."

WHEREAS, the District and Association wish to clarify benefits provided to Association members as the result of the COVID Shutdown.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. Due to the unique circumstances resulting from the COVID Shutdown and for the 2019-2020 school year only, the last paragraph in Article VI(d) of the Collective Bargaining Agreement shall state the following:

“For the 2019-2020 school year only principals may, at their discretion, elect to receive payment for up to *ten (10) days* of vacation time at a per diem rate of 1/240th of his/her current salary. In such even, the number of paid vacation days cashed in shall be deducted from the Principal’s accumulated vacation days.”

2. Effective July 1, 2020, the existing language in the Collective Bargaining Agreement shall control.
3. This Agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date herein written:

**HAMMONDSPORT CENTRAL
SCHOOL DISTRICT**

BY: _____
Kyle Bower
Its: Superintendent of Schools

Date: _____

**HAMMONDSPORT ADMINISTRATORS'
ASSOCIATION**

BY: _____
Tad Rounds
Its: President

Date: _____



**INDIVIDUAL EMPLOYMENT CONTRACT
BETWEEN
CHERYL BERLIN
AND THE
HAMMONDSPORT CENTRAL SCHOOL DISTRICT**

July 1, 2020 – June 30, 2024

This Agreement between Cheryl Berlin (hereinafter referred to as “Employee”) and the Hammondsport Central School District (hereinafter, District) is as follows:

Duties

The District shall continue the appointment of Employee as *Account Clerk* effective *July 1, 2020 through June 30, 2024*. Employee shall perform any and all duties as described in the official job descriptions for *Account Clerk* (attached hereto in Appendix A), as amended from time to time, and including all other duties required by law and regulation and any other related duties as assigned to her/him by the Superintendent.

Work Year/Work Day

Employee’s work year shall be twelve months. Employee’s work day shall be eight hours, inclusive of lunch, and begin at a time designated by his/her direct supervisor. Employee shall be entitled to a duty-free lunch of 30 minutes each day. Employee’s work year or work day may be adjusted at the discretion of the Superintendent based on the needs of the District. Employee will be compensated for any work performed above forty (40) hours per week as required by New York State and Federal law when Employee is required to perform such work by his/her supervisor. Employee should not perform overtime work unless requested to do so.

Snow Days.

In the event that the District cancels school due to weather, Employee must report to work, unless otherwise directed.

Salary

The salary shall be *\$34,176* effective *July 1, 2020 to June 30, 2021*.
 The salary shall be *\$35,286* effective *July 1, 2021 to June 30, 2022*.
 The salary shall be *\$36,433* effective *July 1, 2022 to June 30, 2023*.
 The salary shall be *\$37,617* effective *July 1, 2023 to June 30, 2024*.

Longevity

The following longevity amounts below will be in addition to the salary arrangements noted above. (February 14, 2018)

YEARS	AMOUNT
5 Years	\$500
10 Years	\$500
15 Years	\$500
20 Years +	\$500

The longevity payment is a one-time benefit recognizing completion of 5, 10, 15, and 20 years of service to the District. The longevity payment is made as a bonus contained within the last paycheck of the year the completion of the applicable years of service is reached and is not added to base pay for use in calculating the next year's salary.

Vacation

Employee is entitled to annual vacation leave credited on each July 1st based on completed years of service with the District according to the following schedule:

Six (6) months to five (5) years of service	10 vacation days
Six (6) to Nine (9) years of service	15 vacation days

For each additional year after twenty (20) years of service, the Employee will earn one (1) additional day per year of service, up to a total of twenty-five (25) days. Vacation time must be requested in writing and approved by the District.

A maximum of ten (10) vacation days may be carried over to the next fiscal year. The Superintendent of Schools (hereinafter the "Superintendent") may authorize carry-over vacation days in excess of ten (10).

Upon retirement or resignation from employment, the District will pay for unused accumulated vacation days at the current per diem rate of 1/260th of Employee's annual salary. The maximum number of vacation days may not exceed thirty-five (35) in one fiscal year.

Holidays

The Employee will be entitled to the following paid holidays off from work:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day

Christmas Eve
Christmas Day
Day after Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Personal Days

Employee will be entitled to four (4) personal days credited to his/her account each July 1st. The reason for a personal day must be provided to the Superintendent prior to use. Any personal days that are unused and remaining at the end of the school year (end of day on June 30th) will be rolled into sick leave days.

Sick Days

Employee shall be entitled to twelve (12) days of sick leave per year accumulated at the rate of one per month on the first of each month.

Sick days will be deducted in one-half day or whole day segments.

Unused sick days shall accumulate to a maximum accumulation of one hundred ninety (190) workdays.

Bereavement Days

Employee shall be entitled to three (3) days of paid leave per instance for death in the immediate family. "Immediate family" includes Employee's mother, father, husband, wife, child, brother, sister, father and mother-in-law, brother and sister in-law, guardians, grandparents, or grandchildren). Additional days for bereavement may be granted at the discretion of the Superintendent and deducted from the Employee's accumulated sick leave.

Long-term Unpaid Leave of Absence

The District may, at its discretion, grant an unpaid leave of absence not to exceed one (1) year, if requested by the Employee.

Child-rearing Leave

Child-rearing leave without pay will be granted for a period not to exceed twelve (12) weeks, as required by the federal Family and Medical Leave Act (FMLA). The Board of Education may, at its discretion, approve additional child-rearing leave not to exceed twelve (12) months. The Employee must provide ninety (90) calendar days of notice to

the District, in writing, that a leave is requested. The Employee shall give at least forty-five (45) calendar days of written notice prior to the date s/he expects to return to work.

Health Insurance

For the **2020-2021** school year, the District will pay ***eighty-three and three quarters percent (83.75%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2021-2022** school year, the District will pay ***eighty-three and one half percent (83.50%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2022-2023** school year, the District will pay ***eighty-three and one quarter percent (83.25%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2023-2024** school year, the District will pay ***eighty-three percent (83.00%)*** of the premium for either individual or family health care coverage as selected by an employee.

The employee shall be responsible to pay the remaining premium in each of at the aforementioned years.

The Health Insurance Plan shall be the Steuben-area Schools Employees Benefit Plan (hereinafter, Plan), unless otherwise changed by the Board of Education. Unless the District Health Care Plan is changed in accordance with the foregoing, the Plan will include a prescription drug co-payment (Option C) that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

If the Employee has a spouse with health insurance coverage through the Plan or coverage elsewhere and Employee elects not to participate in the Plan and provides the District written evidence that he/she is covered by a group health insurance plan elsewhere, Employee shall receive three thousand dollars (\$3,000) payable in two installments. The amount above will be pro-rated if the Employee does not opt out of District health insurance coverage for the entire fiscal year.

Defined Medical Reimbursement Plan

A medical expense reimbursement plan shall be maintained for the Employee by the District. The Employee will have an individual account established for medical expense

reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute four hundred dollars (\$400) annually to such account.

The Employee must submit reimbursement for qualified un-reimbursed medical expenses incurred or paid within the operative fiscal year on a claim form, together with a receipt for services.

The Employee will be reimbursed, subject to the availability of funds in his/her account, only for un-reimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in section 105(b) of the Internal Revenue Code.

Expenses incurred before the Employee is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Upon retirement, the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted. If the Employee resigns (not for the purpose of retirement), the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted or one year from the date of resignation elapses, whichever comes first. If the Employee dies while unexpended funds remain in his account, then the dependents of the Employee (as defined by the Plan) shall be entitled to the funds in the same manner and for the same purpose as the Employee. Any unexpended funds that remain in the Employee's account one year after resignation (not for the purpose of retirement) or if the Employee dies without dependents (as defined by the Plan), then such funds shall revert to the District.

Retiree Health Insurance

The Employee, upon retirement with a minimum of ten (10) years of continuous service with the District, shall be entitled to the continuation of the District Health Insurance Plan into retirement. The payment of the applicable premium in retirement shall be as follows:

1. The District shall pay fifty percent (50%) of the individual premium and fifty percent (50%) of the cost of dependent coverage in retirement.
2. At the time of retirement, the Employee's unused sick leave will be translated into a total dollar value by multiplying 1/260th of the final year's salary by the total number of accumulated unused sick leave days. From this dollar amount, the District shall pay the Employee's portion of the premium. The total dollar

amount shall be reduced by the annual payment of the Employee's portion of the premium until used exhausted or the Employee is deceased, whichever occurs first.

3. Once the total dollar amount described above is exhausted, the Employee may opt to pay his/her portion of the monthly premium necessary to maintain the insurance coverage.

Disability Insurance

The District will provide employees short-term disability insurance benefits pursuant to New York State Workers' Compensation Law. The District will pay the premiums for such benefit with each employee contributing the amount permitted by New York State law as a deduction from his/her pay.

Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

Duration/Written Agreement

This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2024 unless otherwise altered, modified, or extended through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

Termination

This Agreement may be terminated by either party in accordance with any applicable provisions of New York State Education Law and Civil Service Law, including provisions related to employee discipline and discharge. Should the employee seek to terminate this agreement for any reason, he/she must provide the District with 60 days written notice of such desire to terminate employment to allow for sufficient time for the District and the employee to negotiate termination terms.

Continuation Clause

All other school rules and regulations, standards, and customs to terms and conditions of employment presently existing at the signing of this Agreement are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs.

EMPLOYEE

Dated: _____

**HAMMONDSPORT CSD
SUPERINTENDENT OF SCHOOLS**

Kyle Bower

Dated: _____

**Approved by the Hammondsport Central School District
Board of Education on the ___th day of _____, 20__.**

Board President

Dated: _____



**INDIVIDUAL EMPLOYMENT CONTRACT
BETWEEN
NANCY R. CLARK
AND THE
HAMMONDSPORT CENTRAL SCHOOL DISTRICT**

July 1, 2020 – June 30, 2024

This Agreement between Nancy R. Clark (hereinafter referred to as “Employee”) and the Hammondsport Central School District (hereinafter, District) is as follows:

Duties

The District shall continue the appointment of Employee as *District Clerk/Secretary to the Superintendent* effective *July 1, 2020 through June 30, 2024*. Employee shall perform any and all duties as described in the official job descriptions for *District Clerk/Secretary to the Superintendent* (attached hereto in Appendix A), as amended from time to time, and including all other duties required by law and regulation and any other related duties as assigned to her/him by the Superintendent.

The above position has been determined by the District to be exempt for purposes of the Fair Labor Standards Act.

Snow Days.

In the event that the District cancels school due to weather, Employee must report to work, unless otherwise directed.

Salary

The salary shall be **\$52,435** effective *July 1, 2020 to June 30, 2021*.

The salary shall be **\$54,139** effective *July 1, 2021 to June 30, 2022*.

The salary shall be **\$55,899** effective *July 1, 2022 to June 30, 2023*.

The salary shall be **\$57,716** effective *July 1, 2023 to June 30, 2024*.

Longevity

The following longevity amounts below will be in addition to the salary arrangements noted above. (1/6/2009)

YEARS	AMOUNT
5 Years	\$500
10 Years	\$500
15 Years	\$500
20 Years +	\$500

The longevity payment is a one-time benefit recognizing completion of 5, 10, 15, and 20 years of service to the District. The longevity payment is made as a bonus contained within the last paycheck of the year the completion of the applicable years of service is reached and is not added to base pay for use in calculating the next year's salary.

Vacation

Employee is entitled to annual vacation leave credited on each July 1st based on completed years of service with the District according to the following schedule:

Six (6) months to five (5) years of service	10 vacation days
Six (6) to Nine (9) years of service	15 vacation days
Ten (10) to Nineteen (19) years of service	20 vacation days

For each additional year after twenty (20) years of service, the Employee will earn one (1) additional day per year of service, up to a total of twenty-five (25) days. Vacation time must be requested in writing and approved by the District.

A maximum of ten (10) vacation days may be carried over to the next fiscal year. The Superintendent of Schools (hereinafter the "Superintendent") may authorize carry-over vacation days in excess of ten (10).

Upon retirement or resignation from employment, the District will pay for unused accumulated vacation days at the current per diem rate of 1/260th of Employee's annual salary. The maximum number of vacation days may not exceed thirty-five (35) in one fiscal year.

Holidays

The Employee will be entitled to the following paid holidays off from work:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day after Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

Personal Days

Employee will be entitled to four (4) personal days credited to his/her account each July 1st. The reason for a personal day must be provided to the Superintendent prior to use. Any personal days that are unused and remaining at the end of the school year (end of day on June 30th) will be rolled into sick leave days.

Sick Days

Employee shall be entitled to twelve (12) days of sick leave per year accumulated at the rate of one per month on the first of each month.

Sick days will be deducted in one-half day or whole day segments.

Unused sick days shall accumulate to a maximum accumulation of one hundred ninety (190) workdays.

Bereavement Days

Employee shall be entitled to three (3) days of paid leave per instance for death in the immediate family. "Immediate family" includes Employee's mother, father, husband, wife, child, brother, sister, father and mother-in-law, brother and sister in-law, guardians, grandparents, or grandchildren). Additional days for bereavement may be granted at the discretion of the Superintendent and deducted from the Employee's accumulated sick leave.

Long-term Unpaid Leave of Absence

The District may, at its discretion, grant an unpaid leave of absence not to exceed one (1) year, if requested by the Employee.

Child-rearing Leave

Child-rearing leave without pay will be granted for a period not to exceed twelve (12) weeks, as required by the federal Family and Medical Leave Act (FMLA). The Board of Education may, at its discretion, approve additional child-rearing leave not to exceed twelve (12) months. The Employee must provide ninety (90) calendar days of notice to the District, in writing, that a leave is requested. The Employee shall give at least forty-five (45) calendar days of written notice prior to the date s/he expects to return to work.

Health Insurance

For the *2020-2021* school year, the District will pay *eighty-three and three quarters percent (83.75%)* of the premium for either individual or family health care coverage as selected by an employee.

The employee shall be responsible to pay the remaining premium in each of at the aforementioned years.

The Health Insurance Plan shall be the Steuben-area Schools Employees Benefit Plan (hereinafter, Plan), unless otherwise changed by the Board of Education. Unless the District Health Care Plan is changed in accordance with the foregoing, the Plan will include a prescription drug co-payment (Option C) that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

If the Employee has a spouse with health insurance coverage through the Plan or coverage elsewhere and Employee elects not to participate in the Plan and provides the District written evidence that he/she is covered by a group health insurance plan elsewhere, Employee shall receive three thousand dollars (\$3,000) payable in two installments. The amount above will be pro-rated if the Employee does not opt out of District health insurance coverage for the entire fiscal year.

Defined Medical Reimbursement Plan

A medical expense reimbursement plan shall be maintained for the Employee by the District. The Employee will have an individual account established for medical expense reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute four hundred dollars (\$400) annually to such account.

The Employee must submit reimbursement for qualified un-reimbursed medical expenses incurred or paid within the operative fiscal year on a claim form, together with a receipt for services.

The Employee will be reimbursed, subject to the availability of funds in his/her account, only for un-reimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in section 105(b) of the Internal Revenue Code.

Expenses incurred before the Employee is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Upon retirement, the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted. If the Employee resigns (not for the purpose of retirement), the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted or one year from the date of resignation elapses, whichever comes first. If the Employee dies while unexpended funds remain in his account, then the dependents of the Employee (as defined by the Plan) shall be entitled to the funds in the same manner and for the same purpose as the Employee. Any unexpended funds that remain in the Employee's account one year after resignation (not for the purpose of retirement) or if the Employee dies without dependents (as defined by the Plan), then such funds shall revert to the District.

Retiree Health Insurance

The Employee, upon retirement with a minimum of ten (10) years of continuous service with the District, shall be entitled to the continuation of the District Health Insurance Plan into retirement. The payment of the applicable premium in retirement shall be as follows:

1. The District shall pay fifty percent (50%) of the individual premium and fifty percent (50%) of the cost of dependent coverage in retirement.
2. At the time of retirement, the Employee's unused sick leave will be translated into a total dollar value by multiplying 1/260th of the final year's salary by the total number of accumulated unused sick leave days. From this dollar amount, the District shall pay the Employee's portion of the premium. The total dollar amount shall be reduced by the annual payment of the Employee's portion of the premium until used exhausted or the Employee is deceased, whichever occurs first.
3. Once the total dollar amount described above is exhausted, the Employee may opt to pay his/her portion of the monthly premium necessary to maintain the insurance coverage.

Disability Insurance

The District will provide employees short-term disability insurance benefits pursuant to New York State Workers' Compensation Law. The District will pay the premiums for such benefit with each employee contributing the amount permitted by New York State law as a deduction from his/her pay.

Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

Duration/Written Agreement

This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2024 unless otherwise altered, modified, or extended through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

Termination

This Agreement may be terminated by either party in accordance with any applicable provisions of New York State Education Law and Civil Service Law, including provisions related to employee discipline and discharge. Should the employee seek to terminate this agreement for any reason, he/she must provide the District with 60 days written notice of such desire to terminate employment to allow for sufficient time for the District and the employee to negotiate termination terms.

Continuation Clause

All other school rules and regulations, standards, and customs to terms and conditions of employment presently existing at the signing of this Agreement are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs.

EMPLOYEE

Nancy Clark

Dated: _____

**HAMMONDSPORT CSD
SUPERINTENDENT OF SCHOOLS**

Kyle C. Bower

Dated: _____

**Approved by the Hammondsport Central School District
Board of Education on the ___th day of _____, 20__.**

Board President

Dated: _____

KB

**INDIVIDUAL EMPLOYMENT CONTRACT
BETWEEN
EMERY CUMMINGS
AND THE
HAMMONDSPORT CENTRAL SCHOOL DISTRICT**

July 1, 2020 – June 30, 2024

This Agreement between Emery Cummings (hereinafter referred to as “Employee”) and the Hammondsport Central School District (hereinafter, District) is as follows:

Duties

The District shall continue the appointment of Employee as *Transportation Supervisor* effective *July 1, 2020 through June 30, 2024*. Employee shall perform any and all duties as described in the official job descriptions for *Transportation Supervisor* (attached hereto in Appendix A), as amended from time to time, and including all other duties required by law and regulation and any other related duties as assigned to her/him by the Superintendent.

The above position has been determined by the District to be exempt for purposes of the Fair Labor Standards Act.

Salary

The salary shall be *\$57,003* effective *July 1, 2020 to June 30, 2021*.
The salary shall be *\$58,856* effective *July 1, 2021 to June 30, 2022*.
The salary shall be *\$60,769* effective *July 1, 2022 to June 30, 2023*.
The salary shall be *\$62,744* effective *July 1, 2023 to June 30, 2024*.

Longevity

The following longevity amounts below will be in addition to the salary arrangements noted above. (09/16/2002)

YEARS	AMOUNT
5 Years	\$500
10 Years	\$500
15 Years	\$500
20 Years +	\$500

The longevity payment is a one-time benefit recognizing completion of 5, 10, 15, and 20 years of service to the District. The longevity payment is made as a bonus contained

within the last paycheck of the year the completion of the applicable years of service is reached and is not added to base pay for use in calculating the next year's salary.

Vacation

Employee is entitled to annual vacation leave credited on each July 1st based on completed years of service with the District according to the following schedule:

Six (6) months to five (5) years of service	10 vacation days
Six (6) to Nine (9) years of service	15 vacation days
Ten (10) to Nineteen (19) years of service	20 vacation days

For each additional year after twenty (20) years of service, the Employee will earn one (1) additional day per year of service, up to a total of twenty-five (25) days. Vacation time must be requested in writing and approved by the District.

A maximum of ten (10) vacation days may be carried over to the next fiscal year. The Superintendent of Schools (hereinafter the "Superintendent") may authorize carry-over vacation days in excess of ten (10).

Upon retirement or resignation from employment, the District will pay for unused accumulated vacation days at the current per diem rate of 1/260th of Employee's annual salary. The maximum number of vacation days may not exceed thirty-five (35) in one fiscal year.

Holidays

The Employee will be entitled to the following paid holidays off from work:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day after Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

Personal Days

Employee will be entitled to four (4) personal days credited to his/her account each July 1st. The reason for a personal day must be provided to the Superintendent prior to use. Any personal days that are unused and remaining at the end of the school year (end of day on June 30th) will be rolled into sick leave days.

Sick Days

Employee shall be entitled to twelve (12) days of sick leave per year accumulated at the rate of one per month on the first of each month. Sick days will be deducted in one-half day or whole day segments. Unused sick days shall accumulate to a maximum accumulation of one hundred ninety (190) workdays.

Bereavement Days

Employee shall be entitled to three (3) days of paid leave per instance for death in the immediate family. "Immediate family" includes Employee's mother, father, husband, wife, child, brother, sister, father and mother-in-law, brother and sister in-law, guardians, grandparents, or grandchildren). Additional days for bereavement may be granted at the discretion of the Superintendent and deducted from the Employee's accumulated sick leave.

Long-term Unpaid Leave of Absence

The District may, at its discretion, grant an unpaid leave of absence not to exceed one (1) year, if requested by the Employee.

Child-rearing Leave

Child-rearing leave without pay will be granted for a period not to exceed twelve (12) weeks, as required by the federal Family and Medical Leave Act (FMLA). The Board of Education may, at its discretion, approve additional child-rearing leave not to exceed twelve (12) months. The Employee must provide ninety (90) calendar days of notice to the District, in writing, that a leave is requested. The Employee shall give at least forty-five (45) calendar days of written notice prior to the date s/he expects to return to work.

Health Insurance

For the *2020-2021* school year, the District will pay *eighty-three and three quarters percent (83.75%)* of the premium for either individual or family health care coverage as selected by an employee.

For the **2021-2022** school year, the District will pay ***eighty-three and one half percent (83.50%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2022-2023** school year, the District will pay ***eighty-three and one quarter percent (83.25%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2023-2024** school year, the District will pay ***eighty-three percent (83.00%)*** of the premium for either individual or family health care coverage as selected by an employee.

The employee shall be responsible to pay the remaining premium in each of at the aforementioned years.

The Health Insurance Plan shall be the Steuben-area Schools Employees Benefit Plan (hereinafter, Plan), unless otherwise changed by the Board of Education. Unless the District Health Care Plan is changed in accordance with the foregoing, the Plan will include a prescription drug co-payment (Option C) that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

If the Employee has a spouse with health insurance coverage through the Plan or coverage elsewhere and Employee elects not to participate in the Plan and provides the District written evidence that he/she is covered by a group health insurance plan elsewhere, Employee shall receive three thousand dollars (\$3,000) payable in two installments. The amount above will be pro-rated if the Employee does not opt out of District health insurance coverage for the entire fiscal year.

Defined Medical Reimbursement Plan

A medical expense reimbursement plan shall be maintained for the Employee by the District. The Employee will have an individual account established for medical expense reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute four hundred dollars (\$400) annually to such account.

The Employee must submit reimbursement for qualified un-reimbursed medical expenses incurred or paid within the operative fiscal year on a claim form, together with a receipt for services.

The Employee will be reimbursed, subject to the availability of funds in his/her account, only for un-reimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in section 105(b) of the Internal Revenue Code.

Expenses incurred before the Employee is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Upon retirement, the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted. If the Employee resigns (not for the purpose of retirement), the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted or one year from the date of resignation elapses, whichever comes first. If the Employee dies while unexpended funds remain in his account, then the dependents of the Employee (as defined by the Plan) shall be entitled to the funds in the same manner and for the same purpose as the Employee. Any unexpended funds that remain in the Employee's account one year after resignation (not for the purpose of retirement) or if the Employee dies without dependents (as defined by the Plan), then such funds shall revert to the District.

Retiree Health Insurance

The Employee, upon retirement with a minimum of ten (10) years of continuous service with the District, shall be entitled to the continuation of the District Health Insurance Plan into retirement. The payment of the applicable premium in retirement shall be as follows:

1. The District shall pay fifty percent (50%) of the individual premium and fifty percent (50%) of the cost of dependent coverage in retirement.
2. At the time of retirement, the Employee's unused sick leave will be translated into a total dollar value by multiplying 1/260th of the final year's salary by the total number of accumulated unused sick leave days. From this dollar amount, the District shall pay the Employee's portion of the premium. The total dollar amount shall be reduced by the annual payment of the Employee's portion of the premium until used exhausted or the Employee is deceased, whichever occurs first.
3. Once the total dollar amount described above is exhausted, the Employee may opt to pay his/her portion of the monthly premium necessary to maintain the insurance coverage.

Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

Duration/Written Agreement

This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2024 unless otherwise altered, modified, or extended through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

Termination

This Agreement may be terminated by either party in accordance with any applicable provisions of New York State Education Law and Civil Service Law, including provisions related to employee discipline and discharge. Should the employee seek to terminate this agreement for any reason, he/she must provide the District with 60 days written notice of such desire to terminate employment to allow for sufficient time for the District and the employee to negotiate termination terms.

Continuation Clause

All other school rules and regulations, standards, and customs to terms and conditions of employment presently existing at the signing of this Agreement are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs.

EMPLOYEE

Emery Cummings

Dated: _____

**HAMMONDSPORT CSD
SUPERINTENDENT OF SCHOOLS**

Kyle C. Bower

Dated: _____

**Approved by the Hammondsport Central School District
Board of Education on the __th day of _____, 20__.**

Board President

Dated: _____

**INDIVIDUAL EMPLOYMENT CONTRACT
BETWEEN
DONALD R. GARDNER
AND THE
HAMMONDSPORT CENTRAL SCHOOL DISTRICT**

July 1, 2020 – June 30, 2024

This Agreement between Donald R. Gardner (hereinafter referred to as “Employee”) and the Hammondsport Central School District (hereinafter, District) is as follows:

Duties

The District shall continue the appointment of Employee as *Building Maintenance Supervisor* effective *July 1, 2020 through June 30, 2024*. Employee shall perform any and all duties as described in the official job descriptions for *Building Maintenance Supervisor* (attached hereto in Appendix A), as amended from time to time, and including all other duties required by law and regulation and any other related duties as assigned to her/him by the Superintendent.

The above position has been determined by the District to be exempt for purposes of the Fair Labor Standards Act.

Salary

The salary shall be *\$62,851* effective *July 1, 2020 to June 30, 2021*.
The salary shall be *\$64,894* effective *July 1, 2021 to June 30, 2022*.
The salary shall be *\$67,003* effective *July 1, 2022 to June 30, 2023*.
The salary shall be *\$69,181* effective *July 1, 2023 to June 30, 2024*.

Longevity

The following longevity amounts below will be in addition to the salary arrangements noted above. (8/7/1995)

YEARS	AMOUNT
5 Years	\$500
10 Years	\$500
15 Years	\$500
20 Years +	\$500

The longevity payment is a one-time benefit recognizing completion of 5, 10, 15, and 20 years of service to the District. The longevity payment is made as a bonus contained

within the last paycheck of the year the completion of the applicable years of service is reached and is not added to base pay for use in calculating the next year's salary.

Vacation

Employee is entitled to annual vacation leave credited on each July 1st based on completed years of service with the District according to the following schedule:

Six (6) months to five (5) years of service	10 vacation days
Six (6) to Nine (9) years of service	15 vacation days
Ten (10) to Nineteen (19) years of service	20 vacation days

For each additional year after twenty (20) years of service, the Employee will earn one (1) additional day per year of service, up to a total of twenty-five (25) days. Vacation time must be requested in writing and approved by the District.

A maximum of ten (10) vacation days may be carried over to the next fiscal year. The Superintendent of Schools (hereinafter the "Superintendent") may authorize carry-over vacation days in excess of ten (10).

Upon retirement or resignation from employment, the District will pay for unused accumulated vacation days at the current per diem rate of 1/260th of Employee's annual salary. The maximum number of vacation days may not exceed thirty-five (35) in one fiscal year.

Holidays

The Employee will be entitled to the following paid holidays off from work:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day after Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

Personal Days

Employee will be entitled to four (4) personal days credited to his/her account each July 1st. The reason for a personal day must be provided to the Superintendent prior to use. Any personal days that are unused and remaining at the end of the school year (end of day on June 30th) will be rolled into sick leave days.

Sick Days

Employee shall be entitled to twelve (12) days of sick leave per year accumulated at the rate of one per month on the first of each month. Sick days will be deducted in one-half day or whole day segments. Unused sick days shall accumulate to a maximum accumulation of one hundred ninety (190) workdays.

Bereavement Days

Employee shall be entitled to three (3) days of paid leave per instance for death in the immediate family. "Immediate family" includes Employee's mother, father, husband, wife, child, brother, sister, father and mother-in-law, brother and sister in-law, guardians, grandparents, or grandchildren). Additional days for bereavement may be granted at the discretion of the Superintendent and deducted from the Employee's accumulated sick leave.

Long-term Unpaid Leave of Absence

The District may, at its discretion, grant an unpaid leave of absence not to exceed one (1) year, if requested by the Employee.

Child-rearing Leave

Child-rearing leave without pay will be granted for a period not to exceed twelve (12) weeks, as required by the federal Family and Medical Leave Act (FMLA). The Board of Education may, at its discretion, approve additional child-rearing leave not to exceed twelve (12) months. The Employee must provide ninety (90) calendar days of notice to the District, in writing, that a leave is requested. The Employee shall give at least forty-five (45) calendar days of written notice prior to the date s/he expects to return to work.

Health Insurance

For the *2020-2021* school year, the District will pay *eighty-three and three quarters percent (83.75%)* of the premium for either individual or family health care coverage as selected by an employee.

For the **2021-2022** school year, the District will pay ***eighty-three and one half percent (83.50%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2022-2023** school year, the District will pay ***eighty-three and one quarter percent (83.25%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2023-2024** school year, the District will pay ***eighty-three percent (83.00%)*** of the premium for either individual or family health care coverage as selected by an employee.

The employee shall be responsible to pay the remaining premium in each of at the aforementioned years.

The Health Insurance Plan shall be the Steuben-area Schools Employees Benefit Plan (hereinafter, Plan), unless otherwise changed by the Board of Education. Unless the District Health Care Plan is changed in accordance with the foregoing, the Plan will include a prescription drug co-payment (Option C) that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

If the Employee has a spouse with health insurance coverage through the Plan or coverage elsewhere and Employee elects not to participate in the Plan and provides the District written evidence that he/she is covered by a group health insurance plan elsewhere, Employee shall receive three thousand dollars (\$3,000) payable in two installments. The amount above will be pro-rated if the Employee does not opt out of District health insurance coverage for the entire fiscal year.

Defined Medical Reimbursement Plan

A medical expense reimbursement plan shall be maintained for the Employee by the District. The Employee will have an individual account established for medical expense reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute four hundred dollars (\$400) annually to such account.

The Employee must submit reimbursement for qualified un-reimbursed medical expenses incurred or paid within the operative fiscal year on a claim form, together with a receipt for services.

The Employee will be reimbursed, subject to the availability of funds in his/her account, only for un-reimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in section 105(b) of the Internal Revenue Code.

Expenses incurred before the Employee is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Upon retirement, the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted. If the Employee resigns (not for the purpose of retirement), the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted or one year from the date of resignation elapses, whichever comes first. If the Employee dies while unexpended funds remain in his account, then the dependents of the Employee (as defined by the Plan) shall be entitled to the funds in the same manner and for the same purpose as the Employee. Any unexpended funds that remain in the Employee's account one year after resignation (not for the purpose of retirement) or if the Employee dies without dependents (as defined by the Plan), then such funds shall revert to the District.

Retiree Health Insurance

The Employee, upon retirement with a minimum of ten (10) years of continuous service with the District, shall be entitled to the continuation of the District Health Insurance Plan into retirement. The payment of the applicable premium in retirement shall be as follows:

1. The District shall pay fifty percent (50%) of the individual premium and fifty percent (50%) of the cost of dependent coverage in retirement.
2. At the time of retirement, the Employee's unused sick leave will be translated into a total dollar value by multiplying 1/260th of the final year's salary by the total number of accumulated unused sick leave days. From this dollar amount, the District shall pay the Employee's portion of the premium. The total dollar amount shall be reduced by the annual payment of the Employee's portion of the premium until used exhausted or the Employee is deceased, whichever occurs first.
3. Once the total dollar amount described above is exhausted, the Employee may opt to pay his/her portion of the monthly premium necessary to maintain the insurance coverage.

Retirement Incentive

The District agrees to provide a one-time retirement incentive in the amount of ten thousand dollars (\$10,000.00) if Employee meets the following eligibility criteria:

1. Employee meets the age and service requirements to receive service retirement benefits pursuant to the rules and regulations of the New York State Employees' Retirement System; and
2. Employee has at least ten (10) years of continuous service with the District.

Employee must submit a Letter of Intent to retire at least one calendar year prior to the effective date of his retirement.

Once the Board of Education acts to approve the member's letter of resignation for purposes of retirement, the Employee's retirement is irrevocable.

Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

Duration/Written Agreement

This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2024 unless otherwise altered, modified, or extended through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

Termination

This Agreement may be terminated by either party in accordance with any applicable provisions of New York State Education Law and Civil Service Law, including provisions related to employee discipline and discharge. Should the employee seek to terminate this agreement for any reason, he/she must provide the District with 60 days written notice of such desire to terminate employment to allow for sufficient time for the District and the employee to negotiate termination terms.

Continuation Clause

All other school rules and regulations, standards, and customs to terms and conditions of employment presently existing at the signing of this Agreement are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs.

EMPLOYEE

Donald Gardiner

Dated: _____

**HAMMONDSPOORT CSD
SUPERINTENDENT OF SCHOOLS**

Kyle C. Bower

Dated: _____

**Approved by the Hammondsport Central School District
Board of Education on the ___th day of _____, 20__.**

Board President

Dated: _____



**INDIVIDUAL EMPLOYMENT CONTRACT
BETWEEN
THERESA STOPKA
AND THE
HAMMONDSPORT CENTRAL SCHOOL DISTRICT**

July 1, 2020 – June 30, 2024

This Agreement between Theresa Stopka (hereinafter referred to as “Employee”) and the Hammondsport Central School District (hereinafter, District) is as follows:

Duties

The District shall continue the appointment of Employee as *Senior Account Clerk* effective *July 1, 2020 through June 30, 2024*. Employee shall perform any and all duties as described in the official job descriptions for *Senior Account Clerk* (attached hereto in Appendix A), as amended from time to time, and including all other duties required by law and regulation and any other related duties as assigned to her/him by the Superintendent.

The above position has been determined by the District to be exempt for purposes of the Fair Labor Standards Act.

Snow Days.

In the event that the District cancels school due to weather, Employee must report to work, unless otherwise directed.

Salary

The salary shall be *\$56,062* effective *July 1, 2020 to June 30, 2021*.

The salary shall be *\$57,884* effective *July 1, 2021 to June 30, 2022*.

The salary shall be *\$59,765* effective *July 1, 2022 to June 30, 2023*.

The salary shall be *\$61,707* effective *July 1, 2023 to June 30, 2024*.

Longevity

The following longevity amounts below will be in addition to the salary arrangements noted above. (1/6/2009)

YEARS	AMOUNT
5 Years	\$500
10 Years	\$500
15 Years	\$500
20 Years +	\$500

The longevity payment is a one-time benefit recognizing completion of 5, 10, 15, and 20 years of service to the District. The longevity payment is made as a bonus contained within the last paycheck of the year the completion of the applicable years of service is reached and is not added to base pay for use in calculating the next year's salary.

Vacation

Employee is entitled to annual vacation leave credited on each July 1st based on completed years of service with the District according to the following schedule:

Six (6) months to five (5) years of service	10 vacation days
Six (6) to Nine (9) years of service	15 vacation days
Ten (10) to Nineteen (19) years of service	20 vacation days

For each additional year after twenty (20) years of service, the Employee will earn one (1) additional day per year of service, up to a total of twenty-five (25) days. Vacation time must be requested in writing and approved by the District.

A maximum of ten (10) vacation days may be carried over to the next fiscal year. The Superintendent of Schools (hereinafter the "Superintendent") may authorize carry-over vacation days in excess of ten (10).

Upon retirement or resignation from employment, the District will pay for unused accumulated vacation days at the current per diem rate of 1/260th of Employee's annual salary. The maximum number of vacation days may not exceed thirty-five (35) in one fiscal year.

Holidays

The Employee will be entitled to the following paid holidays off from work:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Day after Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

Personal Days

Employee will be entitled to four (4) personal days credited to his/her account each July 1st. The reason for a personal day must be provided to the Superintendent prior to use. Any personal days that are unused and remaining at the end of the school year (end of day on June 30th) will be rolled into sick leave days.

Sick Days

Employee shall be entitled to twelve (12) days of sick leave per year accumulated at the rate of one per month on the first of each month.

Sick days will be deducted in one-half day or whole day segments.

Unused sick days shall accumulate to a maximum accumulation of one hundred ninety (190) workdays.

Bereavement Days

Employee shall be entitled to three (3) days of paid leave per instance for death in the immediate family. "Immediate family" includes Employee's mother, father, husband, wife, child, brother, sister, father and mother-in-law, brother and sister in-law, guardians, grandparents, or grandchildren). Additional days for bereavement may be granted at the discretion of the Superintendent and deducted from the Employee's accumulated sick leave.

Long-term Unpaid Leave of Absence

The District may, at its discretion, grant an unpaid leave of absence not to exceed one (1) year, if requested by the Employee.

Child-rearing Leave

Child-rearing leave without pay will be granted for a period not to exceed twelve (12) weeks, as required by the federal Family and Medical Leave Act (FMLA). The Board of Education may, at its discretion, approve additional child-rearing leave not to exceed twelve (12) months. The Employee must provide ninety (90) calendar days of notice to the District, in writing, that a leave is requested. The Employee shall give at least forty-five (45) calendar days of written notice prior to the date s/he expects to return to work.

Health Insurance

For the *2020-2021* school year, the District will pay *eighty-three and three quarters percent (83.75%)* of the premium for either individual or family health care coverage as selected by an employee.

For the **2021-2022** school year, the District will pay ***eighty-three and one half percent (83.50%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2022-2023** school year, the District will pay ***eighty-three and one quarter percent (83.25%)*** of the premium for either individual or family health care coverage as selected by an employee.

For the **2023-2024** school year, the District will pay ***eighty-three percent (83.00%)*** of the premium for either individual or family health care coverage as selected by an employee.

The employee shall be responsible to pay the remaining premium in each of at the aforementioned years.

The Health Insurance Plan shall be the Steuben-area Schools Employees Benefit Plan (hereinafter, Plan), unless otherwise changed by the Board of Education. Unless the District Health Care Plan is changed in accordance with the foregoing, the Plan will include a prescription drug co-payment (Option C) that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

If the Employee has a spouse with health insurance coverage through the Plan or coverage elsewhere and Employee elects not to participate in the Plan and provides the District written evidence that he/she is covered by a group health insurance plan elsewhere, Employee shall receive three thousand dollars (\$3,000) payable in two installments. The amount above will be pro-rated if the Employee does not opt out of District health insurance coverage for the entire fiscal year.

Defined Medical Reimbursement Plan

A medical expense reimbursement plan shall be maintained for the Employee by the District. The Employee will have an individual account established for medical expense reimbursements. The District will be responsible for the administration and any resulting costs of such plan and account. The District shall contribute four hundred dollars (\$400) annually to such account.

The Employee must submit reimbursement for qualified un-reimbursed medical expenses incurred or paid within the operative fiscal year on a claim form, together with a receipt for services.

The Employee will be reimbursed, subject to the availability of funds in his/her account, only for un-reimbursed medical expenses incurred on his/her own or his/her dependents'

behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in section 105(b) of the Internal Revenue Code.

Expenses incurred before the Employee is eligible to participate in the medical expense reimbursement plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Upon retirement, the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted. If the Employee resigns (not for the purpose of retirement), the Employee shall continue to have access to any unexpended funds remaining in his/her account until all funds are exhausted or one year from the date of resignation elapses, whichever comes first. If the Employee dies while unexpended funds remain in his account, then the dependents of the Employee (as defined by the Plan) shall be entitled to the funds in the same manner and for the same purpose as the Employee. Any unexpended funds that remain in the Employee's account one year after resignation (not for the purpose of retirement) or if the Employee dies without dependents (as defined by the Plan), then such funds shall revert to the District.

Retiree Health Insurance

The Employee, upon retirement with a minimum of ten (10) years of continuous service with the District, shall be entitled to the continuation of the District Health Insurance Plan into retirement. The payment of the applicable premium in retirement shall be as follows:

1. The District shall pay fifty percent (50%) of the individual premium and fifty percent (50%) of the cost of dependent coverage in retirement.
2. At the time of retirement, the Employee's unused sick leave will be translated into a total dollar value by multiplying 1/260th of the final year's salary by the total number of accumulated unused sick leave days. From this dollar amount, the District shall pay the Employee's portion of the premium. The total dollar amount shall be reduced by the annual payment of the Employee's portion of the premium until used exhausted or the Employee is deceased, whichever occurs first.
3. Once the total dollar amount described above is exhausted, the Employee may opt to pay his/her portion of the monthly premium necessary to maintain the insurance coverage.

Disability Insurance

The District will provide employees short-term disability insurance benefits pursuant to New York State Workers' Compensation Law. The District will pay the premiums for such benefit with each employee contributing the amount permitted by New York State law as a deduction from his/her pay.

Governing Law

This Agreement has been entered into under, and shall be governed in accordance with, the laws of the State of New York.

Duration/Written Agreement

This Agreement shall continue in full force and effect from July 1, 2020 to June 30, 2024 unless otherwise altered, modified, or extended through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

Termination

This Agreement may be terminated by either party in accordance with any applicable provisions of New York State Education Law and Civil Service Law, including provisions related to employee discipline and discharge. Should the employee seek to terminate this agreement for any reason, he/she must provide the District with 60 days written notice of such desire to terminate employment to allow for sufficient time for the District and the employee to negotiate termination terms.

Continuation Clause

All other school rules and regulations, standards, and customs to terms and conditions of employment presently existing at the signing of this Agreement are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs.

EMPLOYEE

Theresa Stopka
**HAMMONDSPORT CSD
SUPERINTENDENT OF SCHOOLS**

Dated: _____

Kyle C. Bower

Dated: _____

**Approved by the Hammondsport Central School District
Board of Education on the __th day of _____, 20__.**

Board President

Dated: _____

KB

5/13/20

Hammondsport Central School Recommendation for Hire

To: Kyle Bower
Superintendent of Schools

From: Donald Gardiner
Building/Grounds Maintenance Supervisor

I recommend Gerald Hargrave be appointed to the position of
Groundskeeper. *Effective July 1, 2020 ; Step 1 of HESPA contract @ \$16.21/hr.*
Fingerprint: On-File

Gerald (Gary) has been a valued substitute cleaner for the last several years, always willing to do whatever was requested of or assigned to him. He substituted in the groundskeeper position during 2018/19 school from February to July proving he could do the job as good as anyone that has held the position in the past. He will be a very welcome addition to our Hammondsport CS family.



Donald R Gardiner

