

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
 BOARD OF EDUCATION REGULAR MEETING  
 June 22, 2021 6:00 PM DISTRICT OFFICE/VIA ZOOM

**AGENDA**

In light of increasing guidance from the state regarding COVID-19, the June 22, 2021 Board of Education meeting will be closed to the public and will be broadcast via Zoom.

**1. Call to Order/Pledge of Allegiance**

Approval of Agenda

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of June 22, 2021.

Motion for approval by \_\_\_\_\_, seconded by \_\_\_\_\_, all in favor \_\_\_-\_\_\_.

**2. Executive Session:**

A motion will be requested to enter executive session for the purpose to discuss a particular employee and contracts.

**3. Return to Regular Session**

**4. Reports and Correspondence:**

- Four County Update – Linda Eygnor
- Policy Committee
  - First Reading: These policies are being submitted for a first reading.

<b>7000</b>	<b>Students</b>	
7410	Extracurricular Activities	Revised
7521	Students with Life-Threatening Health Conditions	Revised
7530	Child Abuse and Maltreatment	Revised
7550	Dignity for All Students	Revised
7690	Special Education Mediation	Revised
<b>8000</b>	<b>Instruction</b>	
8230	Instruction in Certain Areas	Revised
<b>5000</b>	<b>Non-Instructional/Business Operations</b>	
5676	Privacy and Security for Student Data and Teacher and Principal Data	Revised

**5. Consent Agenda:**

*A motion for approval of items as listed under the CONSENT AGENDA ITEMS is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_\_.*

a) Board of Education Meeting Minutes

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of June 8, 2021.

b) Final Reserve Fund Plan

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Funding and Use of Reserves Policy to be updated annually.

c) Funds Transfer

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the transfers of \$18,700 to the Unemployment Reserve Account, \$14,154 to the Liability Reserve Account, up to \$990,000 to the Retirement Contribution Reserve Account, \$206,076 to the Retirement Contribution Reserve Account TRS Sub-fund, \$258,000 to the Capital Bus Reserve (2019), and 2,378,441 to the Capital Building Reserve Account to be funded with unexpended funds as of June 30, 2020, in accordance with the District's Funding and Use of Reserves Policy.

d) Personnel Items:

1. Letter of Resignation – Sarah Demaray

Sarah Demaray, Elementary Teacher, has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Sarah Demaray, Elementary Teacher, effective June 30, 2021.

2. Appoint Teacher – Tammi Murtha

Mark Mathews recommends Tammi Murtha to fill a School Media Specialist position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Tammi Murtha as a School Media Specialist conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Library Media Specialist, Initial

Tenure Area: School Media Specialist

Probationary Period: August 31, 2021-August 30, 2025

Salary: Step A \$47,764 to be adjusted upon completion of negotiations

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

3. Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing workshops in July-August 2021 at \$30.00/hr.:

Tammi Murtha

4. Appoint Food Service Helper – Akeyiah Ford-Reed

Donna Riviello recommends Akeyiah Ford-Reed to fill a Food Service Helper position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools And pursuant to Education Law approves the 52 week probationary appointment of Akeyiah Ford-Reed as a Food Service Helper conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Probationary Period: September 1, 2021-August 31, 2022

Salary: \$12.50

5. Amend the Creation of Non-Instructional Position

**RESOLUTION**

Resolved, that the Board of Education hereby amends the April 13, 2021 resolution creating a 1.0 FTE School Lunch Manager position (competitive class), effective July 1, 2021, to reflect that the position is created effective June 24, 2021. All other terms and conditions remain the same.

Whereas, the North Rose-Wolcott Central School District has determined that it is necessary establish other positions according to Wayne County Civil Service Rules, and therefore;

Be it resolved, that the Board of Education hereby establishes the following classified civil service position effective ~~July 1, 2021~~ June 24, 2021.

<u>Position</u>	<u>Classification</u>
1 – 1.0 FTE School Lunch Manager	competitive

6. Provisionally Appoint School Lunch Manager-Rita Lopez

Robert Magin recommends Rita Lopez to the position of School Lunch Manager.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the provisional appointment of Rita Lopez as School Lunch Manager, conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 effective June 24, 2021 as follows:

Salary: Contract is on file with the District Clerk

7. Appoint Middle School Parent Liaison- Yvonne Bishop

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Yvonne Bishop, Middle School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

8. Appoint High School Parent Liaison – Jessica Graham

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Jessica Graham, High School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

9. Appoint Elementary School Parent Liaison – Samantha Gardner

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Samantha Gardner, Elementary School Parent Liaison at \$15.00/hr. for the 2021-2022 school year.

10. Appoint K-12 Home/School Liaison

The K-12 Home School Liaison will help establish better communication between our schools and homes while reinforcing the importance of higher achievement of all students.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Irene Interlichia as Home/School Liaison at \$40.00/hr. for the 2021-22 school year to be funded from the McKinney-Vento Homeless Education Assistance Grant.

11. Appoint Community Schools Career Development Coordinator – Cody Lapp

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Cody Lapp as Community Schools Career Development Coordinator at a rate of \$1,000 per month for the 2021-2022 school year.

12. Appoint Summer Food Service Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to provide food services Summer School, from July 1, 2021 through August 31, 2021.

Staff	Position	\$/Hr.
Akeyiah Ford-Reed	Food Service Helper, Summer program	\$12.50/hr.

13. Program Appointments

The following individuals are being recommended to work in enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Alison Maloney	Grant Program Teacher	\$30.00/hour
Derek Poole	Grant Program Teacher	\$30.00/hour
Michele Bartholomew	Grant Program Teacher	\$30.00/hour
Rebecca Kandt	Grant Program Teacher	\$30.00/hour
Maureen Mahoney	Grant Program Teacher	\$30.00/hour
Brandon Karcinski	Grant Program Teacher	\$30.00/hour
Gregory Matkosky	Grant Program Teacher	\$30.00/hour
Nick Wojeick	Grant Program Teacher	\$30.00/hour
Amy Beresford	Grant Program Teacher	\$30.00/hour
Sharon Roberts	Grant Program Nurse	\$30.00/hour
Tammie Reynolds	Grant Program Aide	\$13.04/hour
Kursty Mendenhall	Grant Program Aide	\$12.50/hour
Emmaleigh Rose	Grant Student Worker	\$12.50/hour

14. Co-Curricular Appointments

A number of individuals are being recommended to fill co-curricular positions

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill co-curricular positions for the 2020-21 school year:

Last	First	Bldg.	Title	Step	Year	Salary
Schwind	Christine	HS	Graduation Accompanist	\$162		

15. Coaching and Athletic Department Appointment

Marc Blankenberg recommends the following individual to fill a coaching position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following coaching appointment for the 2020-21 school year, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87, and successful completion of all required First Aid/CPR and Child Abuse courses.

Position		Name	Step	Years	Salary
Girls Softball	Modified	Jerry Decausemaker	1	2	\$2,203

16. Aquatics Program

Amy Bromley, Aquatics Director is recommending the following individual to fill Water Safety Instructors and/or Lifeguard or Program Director positions.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individual as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs effective July 6, 2021.

Name	Position(s)	Rate/Hr.
Colby Balcom	Lifeguard	\$12.50/hour
Alan Anthony	Lifeguard	\$12.50/hour

17. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2021-2022 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Meagan Pentycocfe	Elementary School
Lucia Copeland	Elementary School
Karen Haak	Elementary School
Dawn McIntyre	Elementary School
Tara Daly	Leavenworth Middle School
Sarah Oeschger	Leavenworth Middle School
Casie DeWispelaere	Leavenworth Middle School
Cary Merritt	NRWTA
Adam Hawley	High School
Amy Wiktorowicz	High School
Nick Wojieck	High School
Brandon Kapcinski	High School

18. Approve Terms & Conditions of Employment

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for employees deemed Confidential for the 2021-22 school year. The contracts are on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for the Coordinator of Network and Technology Services for the 2021-22 school year. The contract is on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Terms and Conditions of Employment for the Transportation Supervisor for the 2021-22 school year. The contract is on file with the District Clerk.

**RESOLUTION**

Be it resolved that the Board of Education hereby approves the written amendment to the Superintendent’s Employment Agreement, containing all of the relevant and applicable benefits, terms and conditions of employment for the Superintendent of Schools, and authorizes the President of the Board of the Board to execute said written amendment on behalf of the Board and to file same with the District Clerk.

19. Written Agreement between the Superintendent and an Employee of the District

**RESOLUTION**

Resolved, that the Board of Education of the North Rose-Wolcott Central School District approves the written agreement between the Superintendent of Schools and an employee of the District, executed on June 16, 2021.

**6. Items Requiring a Roll Call Vote:**

a. Program Appointments

The following individual is being recommended to work in enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Jayden Sloan	Grant Program Aide	\$12.50/hour

The motion having been duly moved, the resolution was acted upon by the Board of Education and there were - \_\_\_\_ - votes in favor of the resolution and - \_\_\_\_ - votes against the resolution as follows:

Lucinda Collier	Voting	___ yes	___ no
Linda Eygnor	Voting	___ yes	___ no
John Boogaard	Voting	___ yes	___ no
Tina Reed	Voting	___ yes	___ no
Jasen Sloan	Voting	___ yes	___ no
Paul Statskey	Voting	___ yes	___ no
Izetta Younglove	Voting	___ yes	___ no

b. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2021-2022

school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Sara Boogaard	Leavenworth Middle School

The motion having been duly moved, the resolution was acted upon by the Board of Education and there were - \_\_\_ - votes in favor of the resolution and - \_\_\_ - votes against the resolution as follows:

Lucinda Collier	Voting	___ yes	___ no
Linda Eygnor	Voting	___ yes	___ no
John Boogaard	Voting	___ yes	___ no
Tina Reed	Voting	___ yes	___ no
Jasen Sloan	Voting	___ yes	___ no
Paul Statskey	Voting	___ yes	___ no
Izetta Younglove	Voting	___ yes	___ no

**7. Policies:**

*A motion for approval of the following items as listed under Policies is made by \_\_\_\_, and seconded by \_\_\_\_ any discussion- All in favor \_\_\_-\_\_.*

a) Approval of Policies

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following new and/or revised policies:

<b>7000</b>	<b>Students</b>	
7240	Student Records: Access and Challenge	Revised
7242	Military Recruiters and Institutions of High Education	Delete
7260	Designation of Person in Parental Relation	Revised
7512	Student Physicals	Revised
7513	Medication and Personal Care Items	Revised
7522	Concussion Management	Revised

**Good News:**

**Superintendent Update**

**8. Executive Session:**

A motion will be requested to enter executive session for the purpose to discuss a personnel matter.

**Other: (Time Permitting)**

- **Board Discussions**

**Informational Items:**

- Claims Auditor Reports

**Motion for Adjournment:**

*There being no further business or discussion, a motion is requested adjourn the regular meeting.*

*Motion for approval by \_\_\_\_, seconded by \_\_\_\_, with motion approved \_\_\_-\_\_\_. Time adjourned: \_\_:\_\_\_ p.m.*

**POLICY 7410**  
**SUBJECT: EXTRACURRICULAR ACTIVITIES**

The Board considers extracurricular activities to be a valuable part of the program of the school and shall support these activities within the financial means of the District. Extracurricular activities shall provide District students with opportunities for broadening and strengthening their educational experiences. School sponsored extracurricular activities shall be available to students who attend District schools or who attend an alternate school or program based upon a decision of the District Committee on Special Education. The Board and the staff shall be kept informed of the current regulations governing the formation, operational and financial procedures, supervision, and eligibility requirements for all extracurricular activities.

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Any organization within the District whose activities are conducted by students, and whose financial support is raised other than by taxation or through charges of the Board, is an extra-classroom activity (ECA). All ECAs must be approved by the Board. The Superintendent or designee will maintain an up-to-date register of all ECAs that are approved or discontinued. The District will develop detailed procedures for the establishment of ECAs.

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~~The Board may adopt rules and regulations to abolish and/or prohibit any fraternity, sorority, or other secret society in any secondary school in the District provided that the Board has found that the fraternity, sorority, or secret society has, by virtue of its activities, caused or created a disruption of or interference with the academic process of any secondary school within the District or caused or created a disruption of the academic process of any individual student or students in any secondary school within the District.~~

Commented [AMM2]: Are ECAs different from traditional extracurricular activities? If not, I suggest removing this paragraph

**Eligibility for Attendance**

Student participation in extracurricular activities is a privilege. Students must abide by the academic standards and standards of conduct for participation in extracurricular activities as established by the Board and outlined in the District's *Code of Conduct* and/or any other applicable document. Students who are suspended from school on a day of an athletic game or practice session, party, school dance, or other school affair scheduled after regular school hours are not eligible for participation or attendance at such events. In order for students to attend a school-sponsored function, it is necessary that students attend classes for at least one-half (1/2) of the school day on the day of the activity, unless otherwise excused by the building administrator.

**Censorship of School-Sponsored Student Publications and Activities**

The District may exercise editorial control over the style and content of student speech in school-sponsored publications and activities that are part of the educational curriculum.

**Limited Open Forum**

The District maintains a limited open forum where secondary students may meet for voluntary student-initiated activities unrelated directly to the instructional program, regardless of religious, political, or philosophical content.

~~one or more noncurricular related secondary student groups meet on District premises during noninstructional time. The District will not deny equal access or a fair opportunity to, or discriminate against these groups on the basis of the religious, political, philosophical, or other content of the speech at those meetings.~~

To provide a fair opportunity to students who wish to conduct a meeting, the District will ensure that:

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- a) The meeting is voluntary and student-initiated;

- b) There is no sponsorship of the meeting by the District, the government, or its agents or employees;
- c) Employees or agents of the District or government are present at religious, political and philosophical meetings only in a nonparticipatory capacity;
- f) The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the District; and
- g) Non-District persons may not direct, conduct, control, or regularly attend activities of student groups.

However, the District, its agents, and its employees, retain the authority to:

- a) Ban unlawful groups;
- b) Maintain order and discipline on District premises;
- c) Protect the well-being of students and employees;
- d) Assure that attendance of students at meetings is voluntary; and
- e) Restrict groups that materially and substantially interfere with the orderly conduct of educational activities.

20 USC §§ 4071-4074  
Education Law §§ 1709-a, 2503-a, and 2554-a  
8 NYCRR Part 172  
NYSED Finance Pamphlet, The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds,  
Revised 2019

Revised: 6/24/97; 1/9/07; 6/21/2021

**POLICY 7521**

**SUBJECT: STUDENTS WITH LIFE-THREATENING HEALTH CONDITIONS**

Students come to school with diverse medical conditions which may impact their learning as well as their health. Some of these conditions are serious and may be life-threatening. As a result, students, parents, school personnel, and health care providers must all work together to provide the necessary information and training to allow children with chronic health problems to participate as fully and safely as possible in the school experience. This policy encompasses an array of serious or life-threatening medical conditions such as anaphylaxis, diabetes, seizure disorders, or severe asthma and acute medical conditions such as substance overdose. All students within the District with known life-threatening conditions will have a comprehensive plan of care in place: an Emergency Care Plan (ECP) or Individualized Healthcare Plan (IHP) and if appropriate, an Individualized Education Plan (IEP) or Section 504 Plan.

**Life-Threatening Conditions**

For those students with ~~chronic~~ serious or life-threatening conditions, including but not limited to, such as diabetes, seizure disorders, asthma, and allergies, the District must work cooperatively with the parent(s) and the healthcare provider(s) to:

- a) Immediately develop an ECP for each at risk student to ensure that ~~all~~ appropriate personnel are aware of the student's potential for a life-threatening reaction;
- b) If appropriate, develop an IHP that includes all necessary treatments, medications, training, and educational requirements for the student. If the student is eligible for accommodations based upon the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act, the appropriate procedures will be followed regarding evaluation and identification;
- c) Provide training by licensed medical personnel (e.g., registered professional nurse) for all adults in a supervisory role in the recognition and emergency management of a specific medical condition for specific students;
- d) Obtain specific medical-legal documents duly executed in accordance with New York State law; appropriate health care provider authorization in writing for specific students that includes the frequency and conditions for any testing and/or treatment, symptoms, and treatment of any conditions associated with the health problem; and directions for emergencies;
- e) Secure written parent permission and discuss parental responsibility that includes providing the health care provider's orders, providing any necessary equipment, and participation in the education and co-management of the child as he/she works toward self-management;
- f) Allow supervised students to carry life-saving medication in accordance with relevant laws, regulations, and procedures. The District will also encourage parents and students to provide duplicate life-saving medication to be maintained in the health office in the event the self-carrying student misplaces, loses, or forgets their medication;
- g) Assure appropriate and reasonable building accommodations are in place within a reasonable degree of medical certainty.

In addition, the District will:

- a) Provide training for transportation, instructional, food service, or physical education staff, as appropriate, in the recognition of an anaphylactic reaction;

- b) Have standing emergency medical protocols for nursing or other staff;
- c) Request the school medical director to write a non-patient specific order for anaphylaxis treatment agents for the school's registered professional nurse or other staff, as designated by the administration and allowed under federal and New York State laws and regulations, to administer in the event of an unanticipated anaphylactic episode;
- d) Maintain or ensure the maintenance of a copy of the standing order(s) and protocol(s) that authorizes them to administer emergency medications such as anaphylactic treatment agents;
- e) As permitted by New York State law, maintain stock supplies of life-saving emergency medications such as epinephrine auto-injectors or Naloxone (Narcan) for use, especially in first time emergencies;
- f) Allow the school registered nurse, nurse practitioner, or physician to train unlicensed school personnel to administer emergency epinephrine via auto-injector, or emergency glucagon, to students with both a written provider order and parent/person in parental relation consent during the school day, on school property, and at any school function. Such training will be done in accordance with specifications outlined in the Commissioner's regulations;
- g) Ensure that Building-Level Safety Plans and District-wide school safety plans emergency response plan include appropriate accommodations for students with life-threatening health conditions.
- h) Encourage families to obtain medic-alert bracelets for at risk students;
- i) Educate students regarding the importance of immediately reporting symptoms of an allergic reaction.

## Emergency Medication

### Epinephrine Auto Injectors (EAI)

~~The District has entered into a collaborative agreement with Dr. Krishna Persaud in order to provide and maintain EAIs on site in its instructional facilities. This agreement allows for trained school employees, who have completed a New York State Department of Health (NYSDOH) course, to administer EAIs to any student or staff member who demonstrates symptoms of anaphylaxis, regardless of whether such person has a prior history of severe allergic reactions. This District will ensure that it has sufficient EAIs available to ensure ready and appropriate access for use during emergencies and will immediately report every use of an EAI in accordance with the collaborative agreement [insert name of emergency health care provider.] The collaborative agreement, as defined in Public Health Law Section 3000 e, is required for the District to permit trained school employees to administer stock EAIs to students and staff members who do not have a patient specific order for such medication.~~

### Creating an Allergen-Safe School Environment

The risk of accidental exposure or cross-contamination is always present in school, particularly for students with food allergies. The school setting is a high-risk environment for accidental ingestion of a food allergen due to the presence of a large number of students, increased exposure to food allergens, and cross-contamination of tables, desks, and other surfaces.

**Commented [AMM4]:** Has the District decided that it will not have epipens available? If so, this entire section should be removed. If not, this section should be revised.

This section will be left in. We do provide epipens.

In an effort to prevent accidental exposure to allergens, the District will monitor the following high-risk areas and activities:

- a) Cafeteria;
- b) Food sharing;
- c) Hidden ingredients in art, science, and other projects;
- d) Transportation;
- e) Fund raisers and bake sales;
- f) Parties and holiday celebrations;
- g) Field trips;
- h) Before and after school programs.

~~i) Cafeteria;~~

#### **Medication Self-Management**

The District will work toward assisting students in the self-management of their chronic health condition based upon the student's knowledge level and skill by:

- a) ~~Collaborating with parents/guardians;~~
- ~~a)h)~~ Adequately training all staff involved in the care of the child, as appropriate;
- ~~b)c)~~ Assuring the availability of the necessary equipment and ~~or~~ medications;
- ~~c)d)~~ Providing appropriately trained licensed persons as required by law;
- ~~d)e)~~ Developing an emergency plan, HIP, IEP, or 504 Plan as appropriate for the student; and
- ~~e)f)~~ Providing ongoing staff and student education.

Americans with Disabilities Act, 42 USC § 12101, et seq.  
Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485  
Section 504 of the Rehabilitation Act of 1973, 29 USC § 794 et seq.  
34 CFR Part 300  
Education Law §§ 6527 and 6908  
8 NYCRR §§ 136.6 and 136.7  
Public Health Law §§ 2500-h, 3000-a, and 3000-c

NOTE: Refer also to Policy #7513 -- Medication and Personal Care Items  
Adopted: 1/9/07  
Revised: 2/24/09; 2/9/16;

**POLICY 7530**

**SUBJECT: CHILD ABUSE AND MALTREATMENT**

The District takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment. To this end, regulations will be developed, maintained, and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life or health of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials will be established and implemented to enable the staff to carry out their reporting responsibilities.

Reporting Information

The District will post the child abuse hotline telephone number and directions for accessing the Office of Children and Family Services (OCFS) website in English and Spanish on its website and in clearly and highly visible areas of school buildings. The District will also make this information available from its administrative offices; provide it to parents and persons in parental relation at least once per school year by electronic communication, sending the information home with students, or otherwise; and provide it to each teacher and administrator. The District may post and provide this information in other, common languages used by the school community.

The hotline telephone number is 800-342-3720. Another hotline telephone number for school administrators and teachers to report is 800-635-1522.

Persons Required to Report

Persons required to report cases of child abuse or maltreatment to the Statewide Central Register for Child Abuse and Maltreatment (SCR) in accordance with Social Services Law Section 413(1) include, but are not limited to, school teachers, school guidance counselors, school psychologists, school social workers, school nurses, school administrators or other school personnel required to hold a teaching or administrative license or certificate, and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.

All mandated reporters must make the report themselves to the SCR and then immediately notify the building principal or designee. The building principal or designee will be responsible for all subsequent administration necessitated by the report. Any report must include the name, title, and contact information for every staff member who is believed to have direct knowledge of the allegations in the report. The building principal will also

take or cause to be taken, at public expense, color photographs of visible trauma and, if medically indicated, cause to be performed an X-ray of the child.

Reports must be made by telephone or fax on a form supplied by the Commissioner of the NYS OCFS. Oral reports must be made to SCR, unless an appropriate local plan provides these reports should be made to the local CPS. The local CPS would then make a report to the SCR. An oral report must be followed by a written report within 48 hours.

#### Report Form

The "Report of Suspected Child Abuse or Maltreatment" Form LDSS-222 IA may be accessed at the OCFS website.

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#### Obligation to Assist CPS

The District has a responsibility to provide assistance and data to enable CPS to carry out their investigation, including providing access to relevant records and allowing CPS to conduct an interview of such child without parental consent or court order when CPS encounters circumstances that warrant interviewing the child apart from family or other household members or the home or household where child abuse or maltreatment allegedly occurred. School personnel may observe the interview. The School may require CPS workers and those who accompany them to comply with reasonable visitor policies and procedures of the School and to present appropriate identification.

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#### Immunity from Liability

Mandated reporters are immune from liability who make a report in good faith. However, mandated reporters will be criminally liable if they knowingly report a false claim of child abuse or maltreatment to the SCR. Non-mandated reporters will also be criminally liable for knowingly reporting a false claim to a mandated reporter, knowing that the reporter is required to report such cases and intending that such a report be made.

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#### Failure to Report

Legal penalties under the Social Services Law will be placed on mandated reporters who fail to report a case of suspected child abuse, including liability for damages proximately caused by such failure.

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#### Prohibition of Retaliatory Personnel Action

The District will not take any retaliatory personnel action against an employee because the employee believes that he or she has reasonable cause to suspect that a child is an abused or maltreated child and that employee makes a report to SCR. Further, no school official will impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

"Retaliatory personnel action" means the discharge, suspension, or demotion of an employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

#### Report Form

The "Report of Suspected Child Abuse or Maltreatment" Form LDSS-222 IA may be accessed at the OCFS website.

### **Child Abuse in an Educational Setting**

The District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers.

**Child abuse** means any of the following acts committed in an educational setting by an employee or volunteer against a child (defined as a person under the age of 21 years enrolled in a school):

- a) Intentionally or recklessly inflicting physical injury, serious physical injury, or death; or
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of physical injury, serious physical injury, or death; or
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or
- d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors in accordance with Penal Law Article 235.

**Administrator or school administrator** means a principal, or the equivalent title, in a school, or other chief school officer.

**Educational setting** means the building(s) and grounds of the District; the vehicles provided directly or by contract by the District for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off District grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

In any case where an oral or written allegation is made to a teacher, school nurse, school counselor, school psychologist, school social worker, school administrator, Board member, or other school personnel required to hold a teaching or administrative license or certificate, as well as a licensed and registered physical therapist, licensed and registered occupational therapist, licensed and registered speech-language pathologist, teacher aide or school resource officer that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that person will upon receipt of the allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This written report will be completed on a form prescribed by the Commissioner of Education.
- b) Except where the school administrator is the person receiving the oral or written allegation, the employee completing the written report must promptly personally deliver a copy of that written report to the school administrator-principal of the school in which the child abuse allegedly occurred.

In any case where an oral or written allegation is made to a school bus driver employed by a person or entity that contracts with the District to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that school bus driver will upon receipt of the allegation, promptly report or cause a report to be made to his or her supervisor employed by the contracting person or entity.

In any case where an oral or written report or allegation is made to a supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children from a person employed by the contracted person or entity that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the supervisor must, upon receipt of an allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent or guardian; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This report must be completed on a form prescribed by the Commissioner.
- b) Ensure that the written report is personally delivered to the Superintendent employed by the school district where the child abuse occurred or, for a school other than a school district or public school, the school administrator employed by the school where the child abuse occurred.

In any case where it is alleged a child was abused by an employee or volunteer of a school other than a school within the District, the report of these allegations will be promptly forwarded to the Superintendent of the District and the Superintendent of the school district where the abuse of the child allegedly occurred. If a case involves a school that is not a school district or public school, the appropriate school administrator or administrators, in addition to any appropriate Superintendent, must be notified of the allegations of abuse.

If it is alleged the child was abused by the Superintendent or administrator, the report of the allegations will be made to another designated administrator.

Any employee, volunteer, or supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law will have immunity from civil liability which might otherwise result by reason of those actions.

Upon receipt of a written report alleging child abuse in an educational setting, a school administrator or the Superintendent must then determine whether there is reasonable suspicion to believe that an act of child abuse has occurred. Where there has been a determination as to the existence of reasonable suspicion, the school administrator or Superintendent must follow the procedures mandated in law and further described in administrative regulations including parental notification. When the school administrator receives a written report, he or she must promptly provide a copy of the report to the Superintendent and promptly forward the report to appropriate law enforcement. In no event will reporting to law enforcement be delayed by an inability to contact the Superintendent.

Where the Superintendent or, in a school other than a school district or public school, the school administrator has forwarded a written report of child abuse in an educational setting to law enforcement authorities, the Superintendent will also refer the report to the Commissioner if the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by the State Education Department.

~~Any school administrator or Superintendent who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits a report to a person or agency as required by law, will have immunity from civil liability which might otherwise result by reason of those actions.~~

Reports and other written material submitted in accordance with law with regard to allegations of child abuse in an educational setting, and photographs taken concerning those

reports that are in the possession of any person legally authorized to receive that information, will be confidential and will not be redisclosed except to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or in accordance with a court-ordered subpoena. Such reports must be expunged from the District records five years after the date of its making if, after investigation, they do not result in a criminal conviction. They may be expunged earlier, in the District's discretion. The willful re-disclosure of such materials to unauthorized persons is a Class A misdemeanor. School administrators and the Superintendent will exercise reasonable care in preventing unauthorized disclosure.

Additionally, teachers and all other school officials will be provided an annual written explanation concerning the reporting of child abuse in an educational setting, including the immunity provisions as set forth in law. The Commissioner will furnish the District with required information, including rules and regulations for training necessary to implement District and staff responsibilities under the law.

#### Training

The District will establish and implement ongoing training regarding the identification and reporting of child abuse and maltreatment in accordance with law and Commissioner regulations to all persons employed by the District, in titles equivalent to teacher or administrator, and any school bus drivers employed by a person or entity that contracts with the District to provide transportation services to children, are required to complete coursework or training regarding the identification and reporting of child abuse and maltreatment in accordance with law and Commissioner's regulations: current and new teachers, nurses, counselors, psychologists, social workers, administrators, other personnel required to hold a teaching or administrative certificate or license, any bus driver or supervisor employed by an entity that contracts with the District to transport children, all persons employed in equivalent titles in the District, Board members, licensed and registered physical and occupational therapists, licensed and registered speech language pathologists, teacher aides, and school resource officers.

Such training shall include, at a minimum, information regarding the physical and behavioral signs that a child has been abused or maltreated and the statutory reporting requirements set out under Social Services law, including but not limited to, when and how a report must be made, what other actions the reporter is mandated or authorized to take, the legal protections that reporters have, and the consequences for failing to report.

All school bus drivers employed on or after July 1, 2019 by a transportation contractor are required to take two hours of training regarding identification and reporting of child abuse and maltreatment furnished by an approved provider. Documentation of completion of the training must be given to the District.

The District will annually provide to each teacher and all other school officials a written explanation of the reporting requirements including the immunity provisions.

#### **Prohibition of "Silent" (Unreported) Resignations**

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent, or the Commissioner, as appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from his or her position.

The Superintendent or other school administrator who reasonably and in good faith reports to law enforcement officials information regarding allegations of child abuse or a resignation as required by law will have immunity from any liability, civil or criminal, which might otherwise result by reason of those actions.

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**Prohibition on Aiding and Abetting Sexual Abuse**

Unless exempted by law, no District employee, contractor, or agent of the District will assist another District employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law.

Education Law Article 23-B and §§ 409-1, 902(b), 1132(2), 3028-b and 3209-a  
Family Court Act § 1012  
Labor Law § 740(1)(e)  
Penal Law Articles 130, 235 and 263  
Social Services Law §§ 411-428  
8 NYCRR Part 83, § 100.2(nn)  
20 USC § 7926

Adopted: 1992  
Revised: 11/12/03; 1/9/07; 10/28/08; 1/9/18;  
4/14/21

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**POLICY 7550**  
**SUBJECT: DIGNITY FOR ALL STUDENTS**

The District seeks to create an environment free of harassment, bullying, and discrimination; to foster civility in its schools; and to prevent conduct that is inconsistent with its educational mission. The District, therefore, prohibits all forms of harassment and bullying of students by employees or other students on school property and at school functions. The District further prohibits discrimination against students, including, but not limited to, discriminatory acts based on a person's actual or perceived race, traits historically associated with race, color, weight, national origin, ethnic group, religion, religious practice, mental or physical disability, sexual orientation, gender, or sex by school employees or other students on school property and at school functions that take place at locations off school property. In addition, other acts of harassment, bullying, or discrimination that can reasonably be expected to materially and substantially disrupt the education process may be subject to discipline or other corrective action.

**Dignity Act Coordinator**

In each of its schools, the District will designate at least one employee holding licenses or certifications as required by the Commissioner to serve as the Dignity Act Coordinator (DAC). Each DAC will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), and sex. Training will also be provided for DACs which addresses: the social patterns of harassment, bullying, and discrimination, including, but not limited to, those acts based on a person's actual or perceived age, race, traits historically associated with race, color, weight, national origin, ethnic group, religion, religious practice, mental or physical disability, sexual orientation, gender, gender fluidity, and sex; the identification and mitigation of harassment, bullying, and discrimination; and strategies for effectively addressing problems of exclusion, bias, and aggression in educational settings. All DAC appointments will be approved by the Board.

The District will widely disseminate the name, designated school, and contact information of each DAC to all school personnel, students, and parents or persons in parental relation by:

- a) Listing it in the *Code of Conduct*, with updates posted on the District's website; and
- b) Including it in the *Code of Conduct's* plain language summary provided to all parents or persons in parental relation to students before the beginning of each school year; and
- c) Providing it to parents or persons in parental relation in at least one District or school mailing or other method of distribution, including, but not limited to, electronic communication and/or sending information home with each student. If the information changes, parents and persons in parental relation will be notified in at least one subsequent District or school mailing, or other method of distribution as soon as practicable thereafter; and
- d) Posting it in highly visible areas of school buildings; and
- e) Making it available at the District and school-level administrative offices.

If a DAC vacates his or her position, the District will immediately designate an interim DAC, pending approval from the Board within 30 days. In the event a DAC is unable to perform his or her duties for an extended period of time, the District will immediately designate an interim DAC, pending the return of the previous individual to the position.

**Commented [JR55]:** NY Educ. L. § 13 (1)(a) states that the District must "identify" this designee in their Policy, so this might require the actual names of the DACs listed in this section.

### **Training and Awareness**

Each year, all employees will be provided with training to promote a supportive school environment that is free from harassment, bullying, and/or discrimination, and to discourage and respond to incidents of harassment, bullying, and/or discrimination. This training may be provided in conjunction with existing professional development, will be conducted consistent with guidelines approved by the Board, and will:

- a) Raise awareness and sensitivity to potential acts of harassment, bullying, and/or discrimination;
- b) Address social patterns of harassment, bullying, and discrimination and the effects on students;
- c) Inform employees on the identification and mitigation of harassment, bullying, and discrimination;
- d) Enable employees to prevent and respond to incidents of harassment, bullying, and/or discrimination;
- e) Make school employees aware of the effects of harassment, bullying, cyberbullying, and/or discrimination on students;
- f) Provide strategies for effectively addressing problems of exclusion, bias, and aggression;
- g) Include safe and supportive school climate concepts in curriculum and classroom management; and
- h) Ensure the effective implementation of school policy on conduct and discipline.

Rules against harassment, bullying, and discrimination will be included in Part V of the Code of Conduct, titled "The Dignity for All Student's Act," publicized District-wide, and disseminated to all staff and parents or persons in parental relation. Any amendments to the *Code of Conduct* will be disseminated as soon as practicable following their adoption. The District will provide new employees with a complete copy of the current *Code of Conduct* upon beginning their employment, and distribute an age-appropriate summary to all students at a school assembly at the beginning of each school year.

### **Reports and Investigations of Harassment, Bullying, and/or Discrimination**

The District encourages and expects students who have been subjected to harassment, bullying, or discrimination; parents or persons in parental relation whose children have been subjected to this behavior; other students who observe or are told of this behavior; and all District staff who become aware of this behavior to timely report it to the principal, Superintendent, DAC, or designee.

The principal, Superintendent, DAC, or designee will lead or supervise a timely and thorough investigation of all reports of harassment, bullying, and discrimination. The DAC or other individual conducting the investigation, may seek the assistance of the District's Civil Rights Compliance Officer in investigating, responding to, and remediating complaints.

In the event any investigation verifies that harassment, bullying, and/or discrimination occurred, the District will take prompt action reasonably calculated to end it, to eliminate any hostile environment, to create a more positive school culture and climate, to prevent recurrence of the behavior, and to ensure the safety of the student or students against whom the harassment, bullying, or discrimination was directed.

The Superintendent, principal, DAC, or designee will promptly notify the appropriate local law enforcement agency when there is a reasonable belief that an incident of harassment, bullying, or discrimination constitutes criminal conduct.

The District will timely collect information related to incidents involving harassment, bullying, and discrimination; provide required internal reports; and complete and submit any required report to the State Education Department in the manner and within the timeframe specified by the Commissioner. Such reports shall, whenever possible, also delineate the specific nature of such incidents of harassment, bullying and discrimination.

#### **Prohibition of Retaliatory Behavior (Whistle-Blower Protection)**

Any person who has reasonable cause to suspect that a student has been subjected to harassment, bullying, or discrimination by an employee or student on school grounds or at a school function, and who acts reasonably and in good faith in reporting it to school officials, the Commissioner of Education, or law enforcement authorities, or who otherwise initiates, testifies, participates, or assists in any formal or informal proceedings, will have immunity from any civil liability that may arise from making that report, or from initiating, testifying, participating, or assisting in those proceedings. The District also prohibits any retaliatory behavior directed against any complainant, victim, witness, or any other individual who participated in the reporting or investigation of an incident of alleged harassment, bullying, or discrimination.

#### **Publication of District Policy**

At least once during each school year, all school employees, students, and parents or persons in parental relation will be provided with a written or electronic copy of this policy, or a plain-language summary of it. The policy or summary will include information relating to how students, parents or persons in parental relation, and school employees may report harassment, bullying, or discrimination. Additionally, the District will strive to maintain a current version of this policy on its website at all times.

#### **Application**

Nothing in this policy or its implementing regulations should be interpreted to preclude or limit any right or cause of action provided under any local, state, or federal ordinance, law or regulation including, but not limited to, any remedies or rights available under the Individuals with Disabilities Education Act, Title VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

Education Law §§ 10-18, 801-a, 2801 and 3214  
8 NYCRR § 100.2, NYS CROWN Act of 2020

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board  
#3410 -- Code of Conduct  
#3420 -- Non-Discrimination and Anti-Harassment in the District

- #5670 -- Records Management
- #6411 Use of Email in the District
- #7551 -- Sexual Harassment of Students
- #7552 -- Student Gender Identity
- #7553 -- Hazing of Students
- #8242 -- Civility, Citizenship and Character  
Education/Interpersonal  
Violence Prevention Education

Adopted: 6/12/12

Revised: 12/18/12; 7/9/13; 11/18/14; 6/9/15; 4/9/21

**POLICY 7690**

**SUBJECT: SPECIAL EDUCATION MEDIATION**

The District will offer mediation to resolve any disputes involving any matter for which an impartial due process hearing may be brought, including ~~matters arising~~ those that occurred arising prior to the filing of a due process complaint notice.

**Commented [AMM6]:** I added back in most of the language that was previously removed from this policy. Special education mediation is governed by special education regulations, so that language needs to remain.

Such Mediation shall will be conducted by mediators furnished by a Community Dispute Resolution Center who are not employees of any school district or State agency that is involved in the education or care of the student who is the subject of the mediation process. Mediators may not have a personal or professional interest which would conflict with their objectivity in the mediation process and should be knowledgeable in laws and regulations relating to the provision of special education services.

Parents or persons in parental relation to students suspected of or having disabilities will receive written notice of the availability of the mediation program each time they receive notice of their entitlement to the impartial hearing procedures in accordance with Federal and State law and regulations. If the parent and District agree, alternative means of meeting participation may be utilized, such as video conferences and conference calls.

Discussions during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceedings. ~~The parties may be required to sign a confidentiality pledge prior to the commencement of the process.~~

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If resolution to the complaint is reached through mediation, the parent and the representative of the District who has the authority to bind the District will execute a legally binding written agreement specifying the resolution and stating that all discussions occurring during the mediation process are confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any Federal or State court. If the written agreement is inconsistent with the student's current individualized education programs (IEP), the IEP must be immediately amended to reflect the mediation agreement.

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The mediation process is voluntary and will not operate to diminish or limit any rights provided for in law, including the right of the parent or person in parental relation to request an impartial hearing subsequent to mediation. ~~Parents or persons in parental relation to students suspected of or having disabilities continue to have full access to all rights, including due process procedures, provided for in federal and state laws and regulations. Similarly, mediation shall not be construed to limit a parent or person in parental relation from requesting an impartial hearing without having first utilized mediation procedures set forth in Education Law.~~

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Individuals with Disabilities Education Act (IDEA), 20 USC § 1400 et seq.  
34 CFR Part 300  
Education Law §§ 4005, 4202, and 4404-a  
Judiciary Law § 849a  
8 NYCRR §§ 200.1 and 200.5

Adopted: 6/24/97  
Revised: 11/12/03; 1/9/07; 10/28/08;

**POLICY 8230**

**SUBJECT: ~~INSTRUCTIONAL PROGRAMS; DRIVER EDUCATION, GIFTED AND TALENTED EDUCATION AND PHYSICAL EDUCATION IN CERTAIN SUBJECTS~~**

**Driver Education**

A driver education course may be offered under the conditions set forth by the New York State Education Department.

~~Education Law Section 806-a~~

~~8 New York Code of Rules and Regulations (NYCRR) Section 107.2~~

**Gifted and Talented Students**

The Board of Education may provide appropriate educational programs for students identified as being gifted and talented. ~~Administrative procedures for identifying Gifted and Talented Students and programming will be developed.~~

~~Education Law Article 90 and Section 3204(2)(b)~~

~~8 New York Code of Rules and Regulations (NYCRR) Section 142~~

**Physical Education Class**

All students, except those with medical excuses, ~~shall~~ will participate in physical education in accordance with the Commissioner's regulations, which require that all students attend and participate in physical education as follows:

- a) All students in grades K through 3 shall participate in a daily program for a minimum of 120 minutes per week. All students in grades 4 through 6 shall participate in a program three times per week for a minimum of 120 minutes per week. The minimum time devoted to such programs (K through 6) shall be at least 120 minutes in each calendar week, exclusive of any time that may be required for dressing and showering.
- b) Pupils in grades 5 through 6 that are in a middle school shall will participate in the physical education program a minimum of three periods per calendar week during one semester of each school year and two periods during the other semester, or a comparable time each semester if the school is organized in other patterns.
- c) All secondary students (in grades 7 through 12) shall have the opportunity for regular physical education, but not less than three times per week in one semester and two times per week in the other semester. For students in grades 10 through 12 only a comparable time each semester shall be provided if the school is organized in other patterns or if students have demonstrated acceptable levels of physical fitness, physical skills and knowledge of physical education activities in extraclass programs or out-of-school activities approved by the physical education staff and the School Administration.
- d) For grades K through 12, a district may provide an equivalent program as approved by the Commissioner of Education.

An excuse from physical education class may be accepted from a licensed physician for medical reasons or a licensed chiropractor for conditions of the spine.

Any student whose condition precludes participation in a regular program shall be provided with adaptive physical education approved by the Commissioner of Education.

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Commented [AMM8]: I removed the strikethrough of this sentence if gifted programs are provided, it is imperative that procedures are developed for those programs to clearly articulate eligibility requirements, methods for determining eligibility, etc

### **Health and Mental Health Education**

The District's health education program recognizes the multiple dimensions of health by including instruction related to:

- a) Mental health;
- b) The relation of physical and mental health;
- c) Alcohol, tobacco, and other drugs; and
- d) The prevention and detection of certain cancers.

This instruction will enhance student understanding, attitudes, and behaviors that promote health, well-being, and human dignity.

Health education programs provided by the District will be designed according to the needs and abilities of the students at successive grade levels in accordance with applicable laws and regulations.

Education Law §§ 803, 804, 806-a, and 3204  
Education Law Article 90  
8 NYCRR §§ 107.2, 135.1, 135.3, 135.4, and 142

Revised: 10/28/08; 4/9/13;

**POLICY 5676**

**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 (collectively, "Section 2-d"), 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 Consistent with Education Law Section 2-d, and/or its implementing regulations, the following terms, as used in this policy, the below terms, as used in this policy, will mean as follows:~~

- 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-e-d.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-e-d.
- 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.
- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).

- g) "Eligible student" means a student who is eighteen years or older.
- h) "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).
- h) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- h) "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.
- k) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- h) "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).
- h) "Release" has the same meaning as disclosure or disclose.
- h) "Student" means any person attending or seeking to enroll in an educational agency.
- h) "Student data" means personally identifiable information from the student records of an educational agency.
- h) "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.
- h) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to

Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

¶11 "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.

### **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 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 Community Schools Administrator a District Employee to serve as the District's Data Protection Officer. The Data Protection Officer for the District is Bridgette Barr.

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 the Data Protection Officer's role may be outsourced to a provider such as a BOCES, to the extent available.

#### **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.

### **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 PIII 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 PIII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

#### Third-Party Contractor Responsibilities

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

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
  1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
  2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- g) Use encryption to protect PII in its custody while in motion or at rest; and
- 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.

#### 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.

**Commented [ARM9]:** BOCES included this and the section on "click wrap agreements" as optional "best practices". I've left this in other policies I've reviewed since - other than developing procedures to review and approve software use requiring a click-wrap agreement -- it doesn't necessarily place additional obligations on the District.

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, ~~to the extent required by law~~ the District will consult with the BOCES to, among other things:

- a) ~~Ensure that the BOCES has entered into a contract or data sharing and confidentiality agreement in place pursuant to Education Law Section 2-d and its implementing regulations in place that applies to the would specifically govern the District's use of a third-party contractor's product or service being used by the District under a particular the 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.~~

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 Bill of Rights will contain all elements required under Section 2-d.~~

~~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;~~

- e) ~~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-LBA, 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 the 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:

- 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.

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 made to the District 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.

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

#### **Reporting a Breach or Unauthorized Release**

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ~~10~~ 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 ~~10~~ 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**

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

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

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

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

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

- 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 of Education 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 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

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION REGULAR MEETING  
JUNE 8, 2021 6:00 PM DISTRICT OFFICE/ZOOM

**PRESENT:**

**BOE Members:** Lucinda Collier, Linda Eygnor, Tina Reed, Paul Statskey, Jasen Sloan, John Boogaard, Izetta Younglove

**Superintendent:** Michael Pullen

**District Clerk:** Tina St. John

**Assistant Superintendent for Instruction and School Improvement:** Megan Paliotti

**Assistant Superintendent for Business and Operations:** Robert Magin

Approximately 20 students, staff and guests via Zoom

In light of increasing guidance from the state regarding COVID-19, the June 8, 2021 Board of Education meeting was closed to the public and broadcast via Zoom.

**1. Call to Order/Pledge of Allegiance**

President, Lucinda Collier called the meeting to order at 6:01p.m.

Prior to approval of the agenda, items 4f1 – Resignation of Roger Anderson and item 4f4 – Appoint Automotive Mechanic – Roger Anderson were removed from the agenda.

**Approval of Agenda:**

Motion for approval was made by Paul Statskey and seconded by Izetta Younglove with the motion approved 7-0.

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of June 8, 2021.

**2. Presentations:**

- Student Presentation – NRW High School Student – Abi Jo Wanek
  - Ms. Wanek talked about her senior year, thanked staff, administration and the board for helping to make the senior year as normal as possible despite the COVID-19 pandemic. She reported on the process of recording the high school musical, Disney's The Little Mermaid, which will be streamed online. She also talked about ongoing senior activities and thanked Wendy Hawkinson, Class of 2021 Advisor, for her work to help make senior events a success.
  - Ms. Wanek reported on how virtual learning affected her preparedness for Advanced Placement tests and final exams.
- SWBR & Campus Construction - Kevin Donaghue from Campus Construction and Steve Rebholz, from SWBR provided a status update and answered questions regarding the Capital Project.

**3. Reports and Correspondence:**

- Directors
  - Jeremy Barnes, Bridgette Barr, Donna Riviello and Megan Paliotti (on behalf of Lisa Brower) presented and answered questions regarding the School Improvement Plan End of Year Update.
- Board of Education Building Liaisons
  - Elementary School – Jasen Sloan, Izetta Younglove

- Mr. Sloan highlighted the Memorial Day Celebrations. Everything went very well despite of the weather.
- Mr. Sloan reported that Curtain Call will be held in July. More information is available on the NRWE Facebook page.
- Mr. Sloan recognized the Placement Team for going above and beyond this year. He also recognized Lisa Putman and Tracy Frazer for their flexibility in offering support to the teachers and students.
- Middle School – Tina Reed
  - Ms. Reed reported that teachers are finalizing the end of year activities and activities for students as the move to the next grade level.
  - Ms. Reed recognized Melissa Minichiello Michelle Morgan, Andrea Bazin, Leisel Everdyke and Jessica Burgess for leading their students with tremendous gains from Winter to Spring.
- High School – Paul Statskey
  - Mr. Statskey recognized Wendy Hawkinson for all of her hard work.
  - Mr. Statskey reported that 96 students were recognized at the Academic Awards for students in grades 9-12
  - Mr. Statskey reported that graduation preparation has begun.
  - Mr. Statskey congratulated Quinton Norris and Schuyler for winning doubles in tennis.
  - Mr. Statskey reported that the Sports Award will be held on June 14<sup>th</sup> and congratulated the baseball team on their season.
- Four County Update – Linda Eynor
  - Ms. Eynor did not have a report as the meeting date changed.
- Policy Committee
  - First Reading: The following policies were submitted for a first reading:

7000	Students	
7240	Student Records: Access and Challenge	Revised
7242	Military Recruiters and Institutions of High Education	Delete
7260	Designation of Person in Parental Relation	Revised
7512	Student Physicals	Revised
7513	Medication and Personal Care Items	Revised
7522	Concussion Management	Revised

#### 4. Consent Agenda:

A motion for approval of the following items as listed under the CONSENT AGENDA is made by Linda Eynor and seconded by John Boogaard with the motion approved 7-0.

##### a) Board of Education Meeting Minutes

###### **RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of May 25, 2021.

##### b) Treasurer Report

###### **RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Treasurer Report for April 2021.

##### c) Recommendations from CSE and CPSE

###### **RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the recommendations for the Committee on Special Education dated May 3, 12, 18, 20, and 25, 2021; and instructs the Superintendent to implement the recommendations on behalf of the following individuals identified by student number:

12955	12795	12535	13665	11992	13254	14346
14118	14560	13178	12547	14466		

d) Provisional Employment of Staff

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, authorizes the Superintendent to provisionally employ staff necessary for Special Education Summer School, Summer Meal Distribution Program, 21<sup>st</sup> Century Grant, for 2021-22 school year until their official Board of Education appointment.

e) Reasonable Assurance Letters

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, authorizes the Assistant Superintendent for Business and Operations to transmit reasonable assurance letters in compliance with Federal Unemployment Act enacted under Public Law 94-566, to all eligible and active employees for the 2021-2022 school year, commencing on July 1, 2021 and ending June 30, 2022.

f) Personnel Items:

1. Letter of Resignation – Roger Anderson

~~Roger Anderson, Bus Driver, has submitted a letter of resignation to accept another position within the District.~~

~~— **RESOLUTION**~~

~~— Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation, contingent upon his approval as Automotive Mechanic, from Roger Anderson, Bus Driver, effective the close of business June 8, 2021.~~

2. Letter of Resignation – Steven Johnson

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Steven Johnson as a Teacher on Special Assignment in Home Economics/Career and Technology effective June 2, 2021.

3. Letter of Resignation – Matthew Marion

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Matthew Marion as a Mathematics Teacher and removes him from the preferred eligibility list, effective June 2, 2021.

4. Appoint Automotive Mechanic

~~Jeremy Barnes recommends Roger Anderson to fill an Automotive Mechanic position.~~

~~— **RESOLUTION**~~

~~— Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools And pursuant to Education Law approves the 52 week probationary appointment of Roger Anderson as an~~

—Automotive Mechanic conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

— Probationary Period: June 9, 2021-June 9, 2022

— Salary: \$20.67 per hour 12 months/year, 8 hours/day

5. Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various enrichment programs during the 2021-2022 school year conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Paul Maring	Grant Program Teacher	\$30.00/hour
Steven Johnson	Grant Program Teacher	\$30.00/hour
Erin Moses	Grant Program Teacher	\$30.00/hour
Ashleigh Gerstner	Grant Program Teacher	\$30.00/hour
Kurt Laird	Grant Program Teacher	\$30.00/hour
George Wetherell	Grant Program Teacher	\$30.00/hour
Amanda Johnson	Grant Program Teacher	\$30.00/hour
Wendy Hawkinson	Grant Program Teacher	\$30.00/hour
Brian LaValley	Grant Program Teacher	\$30.00/hour
Alex Richwalder	Grant Program Teacher	\$30.00/hour
Marc Gordon	Grant Program Teacher	\$30.00/hour
Laurel LaTray	Grant Program Teacher	\$30.00/hour
Karen Haak	Summer Escape Principal	\$4,000
Cindy O'Dell	Grant Program Aide	\$13.70/hr.
Sundra Besaw	Grant Program Aide	\$13.70/hr.
Jennifer McKown	Grant Program Aide	\$14.38/hr.
Hailey DeNoto	Grant Program Aide	\$12.50/hr.
Darcy Guerra	Grant Program Aide	\$13.39/hr.
Jenna Bullard	Grant Program Student Worker	\$12.50/hr.
Emma McCarthy	Grant Program Student Worker	\$12.50/hr.
Brynn Perotta	Grant Program Student Worker	\$12.50/hr.

6. Appoint Extended School Year (ESY) Summer School Staff

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill positions for Special Education Summer School, from July 6, 2021 through August 13, 2021.

Name	Position	Salary
Laura Brown	ESY Teacher	\$35.00/hr.
Cathy LaValley	ESY Teacher	\$35.00/hr.
Susan Lasher	ESY Teaching Assistant	\$16.00/hr.
Kristin McMorris	ESY Teacher Aide	\$12.50/hr.
Taylor LaValley	ESY Teacher Aide	\$12.50/hr.
Carol Hull	ESY Teacher Aide	\$16.53/hr.
Chere' Poole	ESY Teacher Aide	\$14.68/hr.
Melissa Stevens	ESY Teacher Aide	\$16.53/hr.

Lisa Putman	ESY Teacher Aide	\$13.14/hr.
Kim Youngman	ESY Substitute Teacher Aide	\$16.53/hr.
Ashley McDonald	ESY Speech Pathologist	\$35.00/hr.
Vickie Randall	ESY Nurse	\$35.00/hr.

**5. Items Requiring a Roll Call Vote:**

**a. SEQRA Resolution**

**WHEREAS**, the North Rose-Wolcott Central School District (the “District”), is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”), and

**WHEREAS**, the District is considering undertaking a capital improvement project (the “Project”) consisting of renovations, reconstruction, alterations and improvements to the District’s High School Building and campus, the District’s Elementary School Building and campus, the District’s Transportation Building and the District’s Maintenance Building, all to include site, access, parking and playfield improvements, demolition, utility, mechanical, plumbing and electrical improvements, the acquisition of original furnishings, fixtures and equipment and payment of professional fees and all other necessary costs incidental to such work; and

**WHEREAS**, the Project does not contemplate the expansion of such facilities, either individually or collectively, by 10,000 square feet of gross floor area or more; and

**WHEREAS**, short form Environmental Assessment Forms (“EAF”), dated June 1, 2021, copies of which are attached hereto as Exhibit A, were prepared by SEI Design Group, the District’s architectural firm (“SEI”), to facilitate a review of the potential environmental impacts of the Project; and

**WHEREAS**, the Board of Education of the District has carefully considered the nature and scope of the Project as set forth in the EAF, has carefully reviewed the criteria contained in Part 617.5(c)(1) and Part 617.5(c)(10) of the Regulations, and

**BE IT RESOLVED** by this Board of Education as follows:

Section 1. The Project is a Type II Action as that term is defined in the Regulations and is not subject to review under SEQRA.

Section 2. This Resolution shall take effect immediately.

The motion having been duly made by Paul Statskey and seconded by Tina Reed the resolution was acted upon by the Board of Education and there were 7 votes in favor of the resolution and 0 votes against the resolution as follows:

Lucinda Collier	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Linda Eygnor	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
John Boogaard	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Tina Reed	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Jasen Sloan	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Paul Statskey	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Izetta Younglove	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

**b. Substitute Teachers and Substitute Service Personnel  
**RESOLUTION****

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the individuals named on the substitute lists, which are on file with the District Clerk.

The motion having been duly made by Tina Reed and seconded by Linda Eynor the resolution was acted upon by the Board of Education and there were 7 votes in favor of the resolution and 0 votes against the resolution as follows:

Lucinda Collier	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Linda Eynor	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
John Boogaard	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Tina Reed	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Jasen Sloan	Voting	abstained	
Paul Statskey	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Izetta Younglove	Voting	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the additions to the June 8, 2021 meeting agenda.

Motion for approval was made by Jasen Sloan and seconded by Paul Statskey with motion approved 7-0.

**Additions to the Agenda:**

A motion for approval of item **as listed under the Additions to the Agenda**, is made by Linda Eynor and seconded by Jasen Sloan with motion approved 7-0.

- a) Approve Change Order #AB-001

**RESOLUTION**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT that it hereby authorizes and approves Change Order No. AB-001 and the Change Proposals submitted by MJ’s Contracting Services, Inc. in the amount of \$34,351.00 subject to final review by the District.

- b) Approve Change Order #AB-002

**RESOLUTION**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT that it hereby authorizes and approves Change Order No. AB-002 and the Change Proposals submitted by MJ’s Contracting Services, Inc. in the amount of \$38,794.00 subject to final review by the District.

**Good News:**

- Memorial Day Presentation by Paul Statskey to the third and fourth graders
- Ms. Reed recognized that Mrs. Collier started the memorial day events
- Various newspapers articles
- Hall of Fame Inductees

**Superintendent Update:**

- Mr. Pullen highlighted the Memorial Day events.
- Mr. Pullen reported that the Baccalaureate service will be held on June 13<sup>th</sup>.
- Mr. Pullen reported that the Science testing is finishing up.

**Other: (Time Permitting)**

- There were no discussions

***Executive Session***

A motion was requested to enter executive session to discuss the employment history of a particular employee.

The motion was made by Izetta Younglove and seconded by Linda Eygnor with motion approved 7-0.

Time entered: 7:22 p.m.

**Return to regular session at 9:25 p.m.**

Adjournment:

A motion was requested to adjourn the regular meeting.

Motion for approval was made by Tina Reed and seconded by Izetta Younglove with motion approved 7-0.

Time adjourned: 9:28 p.m.

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Tina St. John, Clerk of the Board of Education

UNOFFICIAL

# **NORTH ROSE – WOLCOTT CENTRAL SCHOOL DISTRICT**

## **Funding and Use of Reserves Policy**

**Created June, 2016**

**Updated June, 2021**

**Overview**

BOE Adopted 6/23/20

The establishment and funding of reserves is an important consideration in the maintenance of a sound financial plan for any school district. While strict adherence to state law is required to ensure reserves are both legal and appropriate, adequately funded reserves are vital to the long-term health and stability of the school district. This concept is recognized by the New York State Comptroller:

Saving for future projects, acquisitions, and other allowable purposes is an important planning consideration for local governments and school districts. Reserve funds provide a mechanism for legally saving money to finance all or part of future infrastructure, equipment, and other requirements. Reserve funds can also provide a degree of financial stability by reducing reliance on indebtedness to finance capital projects and acquisitions. In uncertain economic times, reserve funds can also provide officials with a welcomed budgetary option that can help mitigate the need to cut services or to raise taxes. In good times, money not needed for current purposes can often be set aside in reserves for future use. *(Office of the New York State Comptroller – Local Government Management Guide – Reserve Funds, Pg. 1)*

The North Rose – Wolcott Central School District believes that judicious use of reserves greatly reduces long-term borrowing costs, smooths large fluctuations in tax rates, and minimizes the possibility of draconian mid-year budget cuts which would have a direct impact on students. It believes it is in the best interest of both the students and taxpayers to prudently establish and use reserves to weather the financial storms and uncertainties that will occur. Again, the Comptroller notes:

The practice of planning ahead and systematically saving for capital acquisitions and other contingencies is considered prudent management. Saving for future capital needs can reduce or eliminate interest and other costs associated with debt issuances. Similarly, certain reserve funds can be utilized to protect the budget against known risks (a potential lawsuit) or unknown risks (a major ice storm). *(Office of the New York State Comptroller – Local Government Management Guide – Reserve Funds, Pg. 2)*

This quote reflects the two purposes for the establishment of reserves:

1. Saving money for a large, one time future expenditure such as a capital reserve for the replacement of a roof as an example.
2. Reserves which are intended to protect the district against a large, currently unforeseen risk.

Since New York State law mandates that expenditures can be no greater than the budget approved by the voters in May, the North Rose – Wolcott Central School District budgets conservatively and practices fiscal prudence throughout each budget year to ensure that unanticipated expenditures do not result in mid-year budget cuts which would have an immediate impact on students. This practice has allowed and will allow the district in the future to weather state aid holdbacks and other negative budget impacts without impacting instructional programs. However, conservative budgeting can also result in budget surpluses at year-end. The Board of Education reviews any budget surpluses and determines the best use of these surpluses including transfers to voter or Board of Education approved reserves or to a reduction in the ensuing year's tax levy.

Legally established reserves can provide many benefits to the school district and to its taxpayers. However, these reserves can also cause confusion when their purpose is not clearly understood by the community. The purpose of this document is to detail the North Rose – Wolcott Central School District's plan for the purpose, accumulation, use, and maintenance of reserve funds.

## TAX CERTIORARI RESERVE

Purpose: Any School District may establish a reserve fund for the payment of judgments and claims in tax certiorari proceedings in accordance with article seven of the real property tax law, without approval of the qualified voters of the District, provided, however, that the total of the monies held in such reserve fund shall not exceed that amount which might reasonably be deemed necessary to meet anticipated judgments and claims arising out of such tax certiorari proceedings.

Use of Unexpended Balances: Funds reserved for tax certiorari judgments and claims pursuant to Education Law, Section 3651[1-a] that are not expended for the payment of judgments or claims arising out of tax certiorari proceedings for the tax roll in the year the monies are deposited to the fund and/or that will not be “reasonably required to pay any such judgment or claim”, must be returned to the General Fund on or before the first day of the fourth fiscal year following the deposit of such monies to the reserve fund.

Balance June 30, 2018: \$0

Balance June 30, 2019: \$0

Balance June 30, 2020: \$0

Balance May 31, 2021: \$21,324

Ideal Balance: Potential liability for all outstanding judgments or claims arising out of tax certiorari proceedings.

Discussion: This reserve was funded in August of 2020 when we received notice of five potential tax certiorari proceedings. In December of 2020, \$1,210.53 was removed from the reserve after we received rulings for four of the properties. \$630.18 of that amount was used to refund taxes and the other \$580.35 was return to unappropriated fund balance. The remaining funds should remain in the reserve until a final determination is made on the remaining property. We will continue to fund and liquidate as appropriate.

## WORKERS' COMPENSATION RESERVE

Purpose: An expenditure shall be made from such fund only for the payment of compensation and benefits, medical, hospital or other expense authorized by article two of the workmen's compensation law and expenses of administering the self-insurance program for such School District.

Use of Unexpended Balances: If the monies in the fund exceed the amounts required to be paid for compensation, benefits and expenses, plus any additional amount required to pay all pending claims, the governing board, within 60 days of the close of such fiscal year, may elect to transfer all or part of the excess amount to certain other reserve funds or may apply all or part of the excess to the budget appropriation of the next succeeding fiscal year.

Balance June 30, 2018: \$228,734

Balance June 30, 2019: \$203,552

Balance June 30, 2020: \$175,937

Balance May 31, 2021: \$176,063

BOE Adopted 6/23/20

Ideal Balance: Equivalent to one year of the District's annual contributions to the consortium.

Discussion: The BOE determined that this reserve was overfunded and transferred money out of it and into the Capital Building Reserve in August of 2016. Our 2021-2022 contributions to the consortium will be \$150,540. This is a decrease from our 2020-2021 contributions of \$158,679. In July or August, the BOE should transfer out any excess funds.

## **UNEMPLOYMENT RESERVE**

Purpose: An expenditure shall be made from such fund only as required by law to pay into the unemployment insurance fund an amount equivalent to the amount of benefits paid to claimants and charged to the account of such school district in accordance with the provisions of paragraph (e) of subdivision one of section five hundred eighty-one of the labor law.

Use of Unexpended Balances: If at the end of any fiscal year the monies in such fund shall exceed the amounts required to be paid pursuant to subdivision four of this section plus any additional amount required to pay all pending claims, the School Board may within sixty days of the close of such fiscal year, elect to transfer said excess, or any part thereof, to any fund authorized by this article or section thirty-six hundred fifty-one of the education law; and/or (b) apply said excess, or any part thereof to the budget appropriation of the next succeeding fiscal year.

Balance June 30, 2018: \$124,755

Balance June 30, 2019: \$128,369

Balance June 30, 2020: \$32,535

Balance May 31, 2021: \$12,555

Ideal Balance: Approximately 0.25% of payroll appropriations (\$31,255 is 0.25% of the 2021-2022 payroll appropriations).

Discussion: The BOE determined that this reserve was overfunded and transferred money out of it and into the Capital Building Reserve in August of 2017. Our unemployment costs peaked in 2011-2012 at a cost of \$102,723. Since that time our annual costs have been as follows:

- 2012-2013: \$26,842
- 2013-2014: \$57,468
- 2014-2015: \$10,939
- 2015-2016: \$14,652
- 2016-2017: \$7,581
- 2017-2018: \$0
- 2018-2019: \$0

BOE Adopted 6/23/20

- 2019-2020: \$3,048
- 2020-2021 (to date): \$67,468

In June of 2020, the Board of Education transferred \$2,703 of fund balance into this reserve to maintain the ideal balance. When we built the 2020-2021 budget, we planned to appropriate up to \$20,000 from this reserve to cover potential unemployment claims. To date, we have already spent over \$67,000 on unemployment costs this year. In our February discussion I had recommended that we look to change our ideal balance back to 1% of payroll appropriations. However, since that time, the government has started to fund unemployment costs through the pandemic. This means that we will probably not see greatly increased costs and it also means that what we have already paid this year will remain as a credit on our account to pay future costs. I recommend that we leave our ideal balance at 0.25% of payroll appropriations. In order to be at that ideal balance of \$31,255, we need to transfer in \$18,700 in June.

## CAPITAL BUILDING RESERVE

Purpose: Used to pay the cost of any object or purpose for which bonds may be issued. Voter authorization is required for both the establishment of the reserve and for payments from the reserve. The form of the required legal notice for the vote on establishing the reserve and the form of the proposition to be placed on the ballot are set forth in §3651 of the Education Law.

Use of Unexpended Balances: The Voters may authorize the transfer of all or any part of this reserve fund to any other reserve fund established pursuant to §3651 of the Education Law. Whenever the Voters shall determine that the original purpose for which a reserve fund has been established is no longer desirable, the school authorities may liquidate, first applying its proceeds to any outstanding bonded indebtedness and the balance to the annual tax levy.

Balance June 30, 2018: \$629,688

Balance June 30, 2019: \$647,928

Balance June 30, 2020: \$657,757

Balance May 31, 2021: \$658,226

Ideal Balance: Up to the maximum amount authorized by the Voters.

Discussion: On 5/16/17, the voters authorized establishment of a new \$5 m reserve. To date, we have contributed \$2,621,559. However, we also withdrew \$2,000,000 (with voter authorization) in May of 2018. We are able to contribute an additional \$2,378,441 in order to hit the voter authorized contribution level of \$5m. Once this reserve has been filled, the balance will be approximately \$3m plus interest earned (estimated at \$50,000 to \$75,000). Once the current capital project is complete, the BOE should consider asking the community to establish a new reserve in order to allow the district to continue saving for future capital project work. The Board should continue to aggressively fund this reserve. In June of 2020, we had planned to add to this reserve. However, funds were not available to do this once the state withheld 20% of our summer aid payments. Since we recouped last year's withheld aid, had some reduced expenditures, and are able to apply stimulus funds, this is an opportune time to fund this reserve. We anticipate proposing a new project to the community in the next couple

BOE Adopted 6/23/20

of months, so this reserve will be necessary. In June the BOE will transfer \$2,378,441 into this reserve. That is the maximum funding level. A new reserve needs to be established in the near future.

## **CAPITAL BUS RESERVE**

Purpose: To be used to pay for bus purchases. Voter authorization is required for both the establishment of the reserve and payments from the reserve.

Use of Unexpended Balances: The Voters may authorize the transfer of all or any part of this reserve fund to any other reserve fund established pursuant to §3651 of the Education Law. Whenever the Voters shall determine that the original purpose for which a reserve fund has been established is no longer desirable, the school authorities may liquidate, first applying its proceeds to any outstanding bonded indebtedness and the balance to the annual tax levy.

Balance June 30, 2018: \$1,295,314

Balance June 30, 2019: \$1,229,826

Balance June 30, 2020: \$1,090,392

Balance May 31, 2020: \$477,881 (2016) + \$983,479 (2019)

Ideal Balance: Up to the maximum amount authorized by the Voters.

Discussion: Our 2016 reserve has been filled to the maximum (\$2.5 m) and has an available balance of \$477,821. In May of 2019 the voters approved the creation of a new reserve with a maximum funding level of \$2.0 m. That new reserve has a current balance of \$983,479. We have authorization to contribute an additional \$1,021,131. Our plan is to annually place the aid we receive for prior bus purchases into this reserve so that we will have cash available for future bus purchases. This year's aid in that category was \$370,157. The BOE moved this amount into the 2019 reserve on March 23, 2021. Additionally, in May, the voters approved the purchase of six new buses. This is funded by taking \$480,032.94 out of both reserves, by depleting the 2016 reserve before drawing from the 2019 reserve. Although we use our aid every year to fund this reserve, aid is not a 100% reimbursement, and we periodically need to cover the approximately 12.9% of local share. In June the BOE will transfer \$258,000 into this reserve to cover the local share on \$2m.

## **INSURANCE RESERVE**

Purpose: To fund certain uninsured losses, claims, action, or judgments for which the local government is authorized or required to purchase or maintain insurance. An insurance reserve fund may also be used to pay for expert or professional services in connection with the investigation, adjustment, or settlement of claims, actions, or judgments.

Use of Unexpended Balances: If it is determined that the fund is no longer needed, the monies remaining in the fund may be transferred to another reserve fund authorized by the General Municipal Law or, in the case of a School District, a reserve fund established under Education Law Section §3651, but only to the extent that the monies in the fund exceed a sum sufficient to pay all liabilities incurred or accrued against the funds, as certified to the School Board by the fiscal and legal officers of the School prior to discontinuance of the fund.

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Balance June 30, 2018: \$0

Balance June 30, 2019: \$0

Balance June 30, 2020: \$0

Balance May 31, 2021: \$0

Ideal Balance: Not applicable

Discussion: This reserve was liquidated by Board of Education Action on January 12, 2016. No action is needed at this time.

## **LIABILITY RESERVE**

Purpose: To establish and maintain a program of reserves to cover property loss and liability claims.

Use of Unexpended Balances: The balance of the reserve shall not exceed three percent, exclusive of any planned balance presently authorized, of the annual budget of the District to cover property loss and liability claims. Separate funds may be established for property loss and for liability claims and the separate identity of each fund may be maintained. Such reserve funds shall not be reduced to amounts less than the total of the amounts estimated to be necessary to cover incurred but unsettled claims or suits including expenses in connection therewith other than by payments for losses for which such amounts were established. Payments from such reserve funds shall not be made for purposes other than those for which such funds were established without authorizations by Vote of the electors of the Districts, except that such Board May authorize use of such funds other than amounts allocated for unsettled claims or suits including expenses in connection therewith to pay premiums for insurance policies purchased to insure subsequent losses in areas previously self-insured, in the event of dissolution of the self-insurance plan.

Balance June 30, 2018: \$758,495

Balance June 30, 2019: \$870,466

Balance June 30, 2020: \$952,918

Balance May 31, 2021: \$953,164

Ideal Balance: 3% of the budget (\$967,318 is 3% of the 2021-2022 budget).

Discussion: After discussions with our external auditors and insurance representative, potential uncovered risks exist in the areas of:

- Cyber security – Although our current coverage was increased to a \$500,000 limit (from previous limit of \$250,000), we still have significant exposure. Mandated credit monitoring costs alone, currently run in the \$175 to \$200 range per name, annually. Pricing on a policy for \$5m worth of coverage runs in the \$40,000 range
- Pollution Remediation Claims
- Special Education Claims

BOE Adopted 6/23/20

- Employment Related Claims
- Potential 3020a cases tied to the new APPR

This reserve should be funded with a philosophy of looking forward to potential liabilities, not looking back at claims in prior years. A \$101,176 claim is equivalent to 1% of the 2021-2022 tax levy.

In order to maintain our ideal balance, the BOE should transfer \$14,154 into this reserve in June.

## **EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE**

Purpose: These monies can be used to pay for unused sick leave, holiday leave, vacation leave, and time allowance granted in lieu of overtime compensation and other forms of payment. It may NOT be used to pay for incentives that are not tied to accumulated sick leave. It may Not be used to pay for retiree health benefits.

Use of Unexpended Balances: If the School Board determines that such fund is no longer needed, any remaining monies may be transferred to any other reserve fund authorized by General Municipal Law or , a reserve fund established under Education Law Section §3651, but only to the extent that the monies in the employee benefit accrued liability reserve fund exceed a sum sufficient to pay all liabilities incurred or accrued against the employee benefit accrued liability fund, as certified to the School Board by the fiscal and legal officers of the school prior to the discontinuance of the fund.

Balance June 30, 2018: \$83,498

Balance June 30, 2019: \$89,498

Balance June 30, 2020: \$86,633

Balance May 31, 2021: \$104,593

Ideal Balance: In accordance with maintained spreadsheet

Discussion: A spreadsheet is updated on an annual basis that details our potential liability based on current employees. Our current balance is approximately \$104,593. When we built our 20-21 budget, we estimated compensated absences expenditures at \$20,000 and appropriated the same amount from this reserve. At the end of this fiscal year we will pay all of our eligible expenses from this reserve. The spreadsheet will then be updated over the summer and the Board of Education will make any appropriate adjustments at that time.

## **RETIREMENT CONTRIBUTION RESERVE**

Purpose: The governing board of a school district, by resolution, may establish a reserve for the purpose of financing retirement contributions made to the NY State and Local Employees' Retirement System. Establishing or expending the reserve does not require voter approval. Expenditures may only be to finance retirement contributions. Effective April 1, 2019 the law allows school districts and BOCES to establish a sub-fund in the retirement contribution reserve fund to include amounts payable to the New York State Teachers Retirement System (NYSTRS). This TRS sub-fund can be used to pay amounts due to NYSTRS or to offset all or some of the amounts deducted from state aid.

BOE Adopted 6/23/20

Use of Unexpended Balances: The Board may authorize the transfer of a portion of the moneys in the retirement contribution reserve to a reserve fund established pursuant to Sections 6-c, 6-d, 6-e, 6-f, or 6-g of the General Municipal Law, or a reserve fund established pursuant to Section §3651 of the Education Law. Such a transfer is subject to a public hearing. If the Board determines that the retirement contribution reserve is not longer needed, the Board may terminate the fund by resolution. The resolution must transfer any monies remaining in such fund to other reserve funds established pursuant to Section §3651 of Education Law.

Balance June 30, 2018: \$879,857

Balance June 30, 2019: \$1,075,018 (\$877,752 for ERS and \$197,266 for TRS)

Balance June 30, 2020: \$1,088,126 (955,750 for ERS and \$200,259 for TRS)

Balance May 31, 2021: \$849,517 (\$649,116 for ERS and \$200,401 for TRS)

Ideal Balance: Three to five years' worth of annual contributions to the NY State and Local Employees' Retirement System

Discussion: This reserve was established in 2010 and reached its highest balance (\$2,080,569) in 2013. Our expense for ERS has been as follows:

- 2009-2010: \$196,973
- 2010-2011: \$275,304
- 2011-2012: \$364,379
- 2012-2013: \$354,616
- 2013-2014: \$438,197
- 2014-2015: \$395,365
- 2015-2016: \$344,806
- 2016-2017: \$320,396
- 2017-2018: \$302,362
- 2018-2019: \$284,390
- 2019-2020: \$281,983
- 2020-2021 (estimated) - \$307,261 (already appropriated from this reserve and reflected in the May 31 balance)

Because this expense can vary greatly from year to year, we appropriate funds from this reserve every year to match our expenditures. Our current ideal balance is between \$1m and \$2m. This means that the BOE should look to rebuild the balance of this reserve. In June of 2020, the Board of Education planned to transfer \$500,000 of fund balance into this reserve. However, only \$384,563 was available, due to the state withholding aid. Since we

BOE Adopted 6/23/20

rely on this reserve every year, we need to replenish it in June, before it is depleted. The BOE will transfer in up to \$990,000.

TRS sub fund: In a fiscal year the contribution to this sub-fund may not exceed 2% of teacher salaries in the prior year. The total balance may not exceed 10% of teacher salaries in the prior year.

Ideal Balance of sub-fund: Up to 10% of teacher salaries in the prior year

Discussion: The BOE passed a resolution in June of 2019 to establish this sub-fund and began funding it immediately. Our maximum contribution in the 2018-2019 fiscal year was limited to \$197,266 and that is the amount that was contributed in June of 2019. In June of 2020, the Board of Education planned to transfer \$205,854 (our maximum limit) of fund balance into this reserve to work toward the ideal balance. However, we were not able to make this transfer, due to the state withholding aid. This June the BOE will transfer in \$206,076. That is the maximum funding level for this year.

## **POLICY 7240**

### **SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE**

The District comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Under its provisions, the following have a right to inspect and review student education records maintained by the District: (1) parents/guardians of a student under 18, whose rights are not limited by court order or formal agreement; and (2) an "eligible" student who is 18 years of age or older and who is attending an institution of post-secondary education.

#### **Education Records**

The term "education records" is defined as all records, files, documents and other materials containing information directly related to a student; and maintained by the education agency or institution, or by a person acting for that agency or institution. This includes all records regardless of medium, including, but not limited to, handwriting, videotape or audiotape, electronic or computer files, film, print, microfilm, and microfiche.

In addition, for students who attend a public school district, all records pertaining to services provided under the Individuals with Disabilities Education Act (IDEA) are considered "education records" under FERPA and they are subject to the confidentiality provisions of both Acts.

However, personal notes made by teachers or other staff are not considered education records if they are:

- a) Kept in the sole possession of the maker;
- b) Not accessible or revealed to any other person except a temporary substitute; and
- c) Used only as a memory aid.

Records created and maintained by a law enforcement unit for law enforcement purposes are also excluded.

#### **Access to Student Records**

Administrative regulations and procedures will be developed to comply with the provisions of federal law relating to the availability of student records. The purpose of these regulations and procedures is to make available to the parents or guardians of students and non-custodial parent(s) whose rights are not limited by court order or formal agreement, or students who are 18 years of age or older or who are attending an institution of post-secondary education, student records, and files on students, and to ensure the confidentiality of these records with respect to third parties.

Under FERPA, unless otherwise exempted in accordance with law and regulation, the District may release personally identifiable information (PII) contained in student education records only if it has received a "signed and dated written consent" from a parent or eligible student. Signed and dated written consent may include a record and signature in electronic form provided that the signature:

- a) Identifies and authenticates a particular person as the source of the electronic consent; and
- b) Indicates such the person's approval of the information contained in the electronic consent.

## **Exceptions of Release of Personally Identifiable Information**

Without the consent of a parent or eligible student, the District may release a student's information or records when it is:

a) Directory Information and Limited Directory Information

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. For purposes of the release of directory information, the North Rose-Wolcott Central School District has adopted a Limited Directory Information Disclosure policy, which means that the District may limit disclosure of its designated directory information to specific parties, for specific purposes, or both. Disclosure is limited for uses that support school programs and activities and for District publications or other purposes such as student recognitions, event programs and yearbooks and District generated social media. The District may also disclose directory information to outside organizations/parties without prior written consent *only* for school-related activities or purposes. Examples of such outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. The District will restrict disclosure for potentially harmful, intrusive and/or invasive purposes.

For purposes of this policy, Directory Information includes, but is not limited to:

1. The student's name;
2. The name of the student's parent/guardian or other family members;
3. The address of the student or student's family;
4. Telephone listing;
5. Email address;
6. Photograph or digital image, or other facsimile derived from known image production methods/transmissions or those future developed;
7. Date and place of birth;
8. Dates of attendance;
9. Grade level;
10. Participation in officially recognized activities and sports;
11. Weight and height of members of athletic teams;
12. Degrees, honors, and awards received;
13. Student ID number or unique personal identifier that is displayed on a student ID card, 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 shall publish an annual public notice informing parent/guardians and eligible students of the District's definition of directory information, the right to refuse the release of student directory information and indication of the time period for their response. Following such public notice and a reasonable response period, the District may release such information without individual consent. Parents/guardians and eligible students may not, by refusing the release of disclosure of directory information, prevent the District from requiring the student to wear or present a student identification card or a badge that displays information that may include directory information.

b) To School Officials who have a Legitimate Educational Interest

The District may disclose educational records to other school officials, including teachers, within the District whom the District has determined to have legitimate educational interests. An educational interest includes the behavior of a student and

disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of the student, other students or other members of the school community. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

c) To Another Educational Institution

The District may disclose any and all educational records, including disciplinary records and records that were created as a result of a student receiving special education services under Part B of IDEA, to another school or postsecondary institution at which the student seeks or intends to enroll, or after the student has enrolled or transferred, so long as the disclosure is for purposes related to the student's enrollment or transfer. Parental consent is not required for transferring education records if the school's annual FERPA notification indicates that these disclosures may be made. Additionally, upon request, the District will provide a copy of the information disclosed and an opportunity for a hearing.

d) For Health and Safety Emergency Reasons

The District must balance the need to protect students' PII with the need to address issues of student safety, school safety and emergency situations. Under FERPA, if the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records, without consent, to any person whose knowledge of the information is necessary to protect the health and safety of the student or other individuals during the period of the health or safety emergency. The District may release information from records to appropriate parties including, but not limited to, parents, law enforcement officials and medical personnel. The District's determination that there is an articulable and significant threat to the health or safety of a student or other individuals will be based upon a totality of the circumstances, including the information available, at the time the determination is made. The District must record the articulable and significant threat that formed the basis for the disclosure and maintain this record for as long as the student's education records are maintained.

e) To Juvenile Justice Systems

Information may be disclosed to state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a state statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released. In these cases the official or authority must certify in writing that the information will not be disclosed to any other party except as provided under law without prior written consent.

f) To Foster Care Agencies/Child Welfare Agencies

The District may release records to an agency caseworker or other representative of a State or local child welfare agency, who has the right to access a student's case plan, when the agency or organization is legally responsible, for the care and protection of the student.

The District may release records to an agency caseworker or other representative of a State or local child welfare agency, including assistance and data as will enable the child protective service to fulfill its responsibilities properly. This includes access to records relevant to the investigation of suspected abuse and maltreatment and access to any child named as a victim in a report of suspected abuse or

maltreatment or any sibling or other child residing in the same home as the named victim.

g) Pursuant to a Subpoena or Court Order

When the District receives a subpoena or court order for the release of records, it will make a reasonable effort to notify the parent or guardian or eligible student of the order or subpoena in advance of compliance. This allows the parent or guardian or eligible student to seek protective action against the subpoena or order before the release of the records.

The District may disclose a student's records without first notifying parents or guardians or eligible students if the disclosure is:

1. Based on a subpoena in which the court orders, for good cause shown, not to reveal to any person the existence or contents of the subpoena or any information furnished pursuant to the subpoena;
2. In accordance with a judicial order in cases where the parents are a party to a court proceeding involving child abuse or maltreatment or dependency matters, and the order is issued in the context of that proceeding; or
3. Made to a court (with or without an order or subpoena) when a District is involved in a legal action against a parent or student and the records are relevant to the matter.

h) For Financial Aid Purposes

Pertinent information may be released in connection with the determination of eligibility, amount, conditions and enforcement of terms of a student's financial aid.

i) To Accrediting Organizations

Disclosure of a student's records may be made to an organization in which that student seeks accreditation, in order to carry out their accrediting function.

j) To Parents of a Dependent Student

Even when a student turns 18 years of age or older a District may disclose education records to that student's parents, without the student's consent, in the following circumstances:

1. If the student is claimed as a dependent for federal income tax purposes by either parent;
2. In connection with a health or safety emergency; and
3. If the disclosure falls within any other exception to the consent requirements under FERPA or its regulations, such as the disclosure of directory information or in order to be in compliance with a court order or lawfully issued subpoena.

k) Military Recruiter Access

The release of student directory information is separate from the District's mandated compliance with the Elementary and secondary Education Act (ESEA) of 1965, as amended by the Every Student Succeeds Act (ESSA), and the National Defense Authorization act, under which it must release names, address and telephone listings of eligible students (i.e., a student seventeen (17) years of age or older and in the eleventh grade (or its equivalent) or higher) to Military Recruiters.

The District shall notify parent/guardians/eligible students that, by law, it routinely releases this information to Military Recruiters upon request subject to a parent/guardians'/eligible students' written request not to disclose such information.

l) For Audit/Evaluation Purposes

The audit or evaluation exception allows for the disclosure of PII from education records without consent to authorized representatives of the Comptroller General of the U.S., the Attorney General, the Secretary of Education, federal, state or local educational authorities. Under this exception, PII from education records must be used to audit or evaluate a federal or state supported education program, or to enforce or comply with federal legal requirements that relate to those education programs.

The District may, occasionally, disclose PII from education records without consent to authorized representatives of the entities listed above.

m) For Conducting Studies

This exception allows for the disclosure of PII from education records without consent to organizations conducting studies for, or on behalf of, schools, school districts or postsecondary institutions. Studies can be for the purpose of developing, validating, or administering predictive tests; administering student aid programs; or improving instruction.

The District may disclose PII from education records without consent to these organizations conducting studies for the District, in accordance with its obligations under FERPA.

In addition, other entities outside of the District may, occasionally, disclose PII from education records that the District has previously shared with that entity, to organizations conducting studies on behalf of the District. For example, a State Education Agency (SEA) may disclose PII from education records provided by the District without consent to an organization for the purpose of conducting a study that compares program outcomes across school districts to further assess the effectiveness of these programs with the goal of providing the best instruction.

**Required Agreements for the Studies or Audit/Evaluation Exceptions (see items l and m)**

To the extent required by law, the District will enter into a written agreement with organizations conducting studies for the District, or, with its designated authorized representatives in connection with audits or evaluations of education programs within the District. In the event that the District discloses PII from education records to its own designated authorized representative in connection with an audit or evaluation of an educational program within the District, it will use reasonable methods to ensure to the greatest extent practicable that its designated authorized representative complies with FERPA and its regulations and any relevant State law, including Education Law 2-d.

## **U.S. Department of Education-Funded Surveys**

In compliance with the Protection of Pupil Rights Amendment (PPRA), the District is committed to protecting the rights and privacy interests of parents/guardians and students with regard to surveys funded in whole or part by any program administered by the U.S. Department of Education (DOE).

The District shall make instructional materials available for inspection by parents/guardians if those materials will be used in connection with a DOE-funded survey, analysis, or evaluation in which their children participate. In addition, the District shall obtain prior written parental/guardian consent before minor students are required to participate in any DOE-funded survey, analysis, or evaluation that reveals information concerning:

- a) Political affiliations or beliefs of the student or the student's parent/guardian;
- b) Mental or psychological problems of the student or the student's family;
- c) Sex behavior or attitudes;
- d) Illegal, anti-social, self-incriminating, or demeaning behavior;
- e) Critical appraisals of other individuals with whom respondents have close family relationships;
- f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g) Religious practices, affiliations, or beliefs of the student or student's parent/guardian;
- or
- h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

## **Challenge to Student Records**

Parents/guardians or eligible students will have an opportunity for a hearing to challenge the content of the school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data-contained therein

## **Release of Information to the Non-Custodial Parent**

The District may presume that the non-custodial parent has the authority to request information concerning his or her child and release this information upon request. If the custodial parent wishes to limit the non-custodial parent's access to the records, it is his or her responsibility to obtain and present to the school a legally binding instrument that prevents the release of information related to the child.

## **Parents' Bill of Rights**

The District posts a parents' bill of rights for data privacy and security on its website, and it includes this bill of rights with every contract it enters into with a third-party contractor that receives student, teacher, or principal data. The bill of rights informs parents of the legal requirements regarding privacy, security, and use of student data.

Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g  
34 CFR Part 99  
Education Law § 2-d

NOTE: Refer also to Policies #7241 -- Student Directory Information  
#7242 -- Military Recruiters and Institutions of Higher  
Education  
#7243 -- Student Data Breaches  
#7643 -- Transfer Students with Disabilities

Adopted: 1992  
Revised: 1/9/07; 10/28/08; 4/7/09; 12/18/12; 4/14/15; 12/12/17;  
5/25/21

**NOTE: This policy is probably not required given the addition of the military recruiter exception in the student records policy above.**

**POLICY 7242**

**SUBJECT: MILITARY RECRUITERS AND INSTITUTIONS OF HIGHER EDUCATION**

**Requests for Information**

The District will comply with requests from military recruiters and institutions of higher education (IHEs) for access to the name, address and telephone listing of each secondary school student, except for any student whose parent (or the student, if he or she is at least 18 years of age) has submitted a written request to opt out of this disclosure, in which case the information will not be released without the parent's (or student's, if he or she is at least 18 years of age) prior written consent.

**Annual Notification and Opt Out Opportunity**

The District will annually notify parents of a secondary student (or the student, if he or she is at least 18 years of age) of the opportunity to submit a written request to opt out of disclosure of the student's name, address, and telephone listing to military recruiters and IHEs. If a written opt out request is submitted, the District will not disclose the student's information to military recruiters or IHEs without the parent's (or student's, if he or she is at least 18 years of age) prior written consent.

**Military Recruiter Access**

The District will provide military recruiters the same access to secondary school students as is provided generally to IHEs or prospective employers of those students.

Elementary and Secondary Education Act of 1965, 20 USC § 7908 as amended  
by the Every Student Succeeds Act (ESSA) of 2015  
10 USC § 503  
Education Law § 2-a

Adopted: 11/12/03  
Revised: 10/28/08; 12/12/17;

## **POLICY 7260**

### **SUBJECT: DESIGNATION OF PERSON IN PARENTAL RELATION**

A parent of a minor or incapacitated person may designate another person as a person in parental relation to that minor or incapacitated person for certain health care and educational decisions for a period not exceeding 12 months. However, this parental designation is conditioned upon there being no prior order of any court in any jurisdiction currently in effect that would prohibit the parent from exercising the same or similar authority; and provided further that, in the case where a court has ordered that both parents must agree on education or health decisions regarding the child, a designation pursuant to in accordance with this law will not be valid unless both parents have given their consent.

The designation of a person in parental relation must be in writing in the form prescribed by law, and must include specified information as set forth in law for designations of 30 days or less, as well as additional information required for designations of more than 30 days. The designation of a person in parental relation may be presented to any school that requires the designation by either the parent or designee. The designation may specify a period of time less than six months for which the designation will be valid unless earlier revoked by the parent in accordance with law. However, a designation specifying a period of more than 30 days must be notarized.

If no time period is specified in the designation, it will be valid until the earlier of:

- a) Revocation; or
- b) The expiration of 30 days from the date of signature if the designation does not meet the requirements for designations of more than 30 days, or
- c) Twelve months from the date of commencement specified in the designation if the designation meets the requirements for designations of more than 30 days.

#### **Scope of Designation**

A designation made in accordance with this law may specify:

- a) The treatment, diagnosis or activities for which consent is authorized;
- b) Any treatment, diagnosis or activity for which consent is not authorized; or
- c) Any other limitation on the duties and responsibilities conveyed by the designation.

#### **Form of Designation**

##### Designations in General

A designation of a person in parental relation in accordance with this law must be in writing and include:

- a) The name of the parent;
- b) The name of the designee;
- c) The name of each minor or incapacitated person with respect to whom the designation is made;
- d) The parent's signature; and
- e) The date of the signature.

The designation may specify a period of time less than 12 months for which the designation will be valid unless earlier revoked by the parent in accordance with Section 5-1554 of General Obligations Law. However, any designation specifying a period of more than 30 days must also conform to the following provisions as set forth in law.

#### Designations for More Than 30 Days

A designation specifying a period of more than 30 days must also include:

- a) An address and telephone number where the parent can be reached;
- b) An address and telephone number where the designee can be reached;
- c) The date of birth of each minor or incapacitated person with respect to whom the designation is made;
- d) The date or contingent event on which the designation commences;
- e) The written consent of the designee to the designation; and
- f) A statement that there is no prior order of any court in any jurisdiction currently in effect prohibiting the parent from making the designation.

A designation specifying a period of more than 30 days must be notarized.

#### **Revocation of Designation**

A parent may revoke a designation by notifying, either orally or in writing, the designee or the school to which the designation has been presented, or by any other act evidencing a specific intent to revoke the designation. A designation will also be revoked upon the execution by the parent of a subsequent designation. Revocation by one parent authorized to execute such a designation will be deemed effective and complete revocation of a designation in accordance with law.

A designee who receives notification from a parent of any such revocation will immediately notify any school to which a designation has been presented. A parent may directly notify the school of the revocation, in which case the failure of the designee to notify the school of the revocation will not make the revocation ineffective.

#### **Effect of Designation**

- a) A designee will possess all the powers and duties of a person in parental relation unless otherwise specified in the designation.
- b) A designation will not impose upon a designee a duty to support the child.
- c) A designation will not cause a change in the school district of residence of the child for purposes of the Education Law, and during the period of validity of the designation, the child will be presumed to be a resident of the school district in which the parent resided at the time the designation was made.
- d) A designation will terminate and be revoked upon the death or incapacity of the parent who signed the designation.
- e) The decision of a designee will be superseded by a contravening decision of a parent.

A person who acts based upon the consent of a designee reasonably and in the good faith belief that the parent has authorized the designee to provide the consent will not be

deemed to have acted negligently, unreasonably or improperly in accepting the designation and acting upon the consent. However, this person may be deemed to have acted negligently, unreasonably or improperly if he or she has knowledge of facts indicating that the designation was never given, or did not extend to an act or acts in question, or was revoked.

No provision of Title 15-A of the General Obligations Law will be construed to require designation of a person in parental relation where such designation is not otherwise required by law, rule or regulation.

Education Law §§ 2 and 3212  
Family Court Act § 413  
General Obligations Law Title 15-A  
Public Health Law §§ 2164 and 2504

Adopted:3/14/06  
Revised: 12/12/17;

**POLICY 7512**  
**SUBJECT: STUDENT PHYSICALS**

**Health Examination and Certificate**

Health Examination

Each student enrolled in a District school must have a satisfactory health examination conducted by a duly licensed physician, physician assistant, or nurse practitioner within 12 months prior to the commencement of the school year of the student's entrance into:

- a) A District school at any grade level;
- b) Pre-kindergarten or kindergarten; and
- c) 1st, 3rd, 5th, 7th, 9th, and 11th grades.

The District may also require an examination and health history of a student when it is determined by the District that it would promote the educational interests of the student.

The District will also provide health examinations before participation in strenuous physical activity and periodically throughout the season as necessary, as well as for the issuance of employment certificates, vacation work permits, newspaper carrier certificates, and street trades badges.

Health Certificate

Each student must submit a health certificate attesting to the health examination within 30 calendar days after his or her entrance into:

- a) A District school at any grade level;
- b) Pre-Kindergarten or kindergarten; and
- c) 1st, 3rd, 5th, 7th, 9th, and 11th grades.

The building principal or designee will send a notice to the parent of, or person in parental relation to, any student who does not present a health certificate, that if the required health certificate is not furnished within 30 calendar days from the date of the notice, an examination by health appraisal will be made of the student by the Director of School Health Services.

The health certificate will be filed in the student's cumulative record. The health certificate must:

- a) Be on a form prescribed by the Commissioner;
- b) Describe the condition of the student when the examination was given, provided that such examination was not given more than 12 months prior to the commencement of the school year in which the examination is required;
- c) State the results of any test conducted on the student for sickle cell anemia;
- d) State whether the student is in a fit condition of health to permit his or her attendance at a District school and, where applicable, whether the student has impaired sight or hearing, has received a scoliosis screening, or has any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from

receiving the best educational results, or which may require a modification of such work to prevent injury to the student;

- e) State the student's body mass index (BMI) and weight status category; and
- f) Be signed by a duly licensed physician, physician assistant, or nurse practitioner, who is:
  - 1. Authorized by law to practice in New York State consistent with any applicable written practice agreement; or
  - 2. Authorized to practice in the jurisdiction in which the examination was given, provided that the Commissioner has determined that the jurisdiction has standards of licensure and practice comparable to those of New York State.

A licensed health professional with appropriate training may conduct a scoliosis screening.

#### Dental Health Certificate

The District will request a dental health certificate from each student at the same time that health certificates are required.

The District may also request an assessment and dental health history of a student when it is determined by the District that it would promote the educational interests of the student.

While the District must request dental health certificates, parents are encouraged but not required to submit a completed certificate. Additionally, students may be exempt from the dental health certificate requirements if they or their parents object based on a conflict with their genuine sincere religious beliefs.

A notice of request for a dental health certificate will be distributed at the same time that the parent or person in parental relation is notified of health examination requirements. The notice of request for a dental health certificate will list dental practices, dentists, and registered dental hygienists to which students may be referred for dental services on a free or reduced cost basis upon request of the student's school.

The dental health certificate will be filed in the student's cumulative record. The dental health certificate must:

- a) Describe the dental health condition of the student when the assessment was given, provided that the assessment was not given more than 12 months prior to the commencement of the school year in which the assessment is requested; and
- b) State whether the student is in fit condition of dental health to permit his or her attendance at a District school; and
- c) Be signed by a duly licensed dentist, or a registered dental hygienist, who is:
  - 1. Authorized by law to practice in New York State, and consistent with any applicable written practice agreement; or
  - 2. Authorized to practice in the jurisdiction in which the assessment was performed, provided that the Commissioner has determined that the jurisdiction has standards of licensure and practice comparable to New York State.

Upon request, the District must make available to parents a list compiled by the NYSED of dentists and registered dental hygienists who will conduct dental examinations on a free or reduced cost basis.

#### Examination by Health Appraisal

The Director of School Health Services will cause students who are required to, but have not submitted, the required health certificate and students with disabilities to be separately and carefully examined and tested to ascertain whether any student has impaired sight or hearing, or any other physical disability which may tend to prevent the student from receiving the full benefit of school work or from receiving the best educational results, or which may require a modification of work to prevent injury to the student.

Each examination will include a calculation of the student's BMI and weight status category. Further, the physician, physician assistant, or nurse practitioner administering the examination will determine whether a one-time test for sickle cell anemia is necessary or desirable and, if so determined, will conduct the test and include the results in the health certificate.

Unless otherwise prohibited by law, if it is ascertained that a student has impaired sight or hearing, or a physical disability or other condition, including sickle cell anemia, the building principal or designee will notify, in writing, the student's parent or person in parental relation as to the existence of the disability. If the parent or person in parental relation is unable or unwilling to provide the necessary relief and treatment for the student, it will be reported by the building principal or designee to the Director of School Health Services, who then has the duty to provide relief for the student.

#### District Reporting of BMI and Weight Status Category

Each school year, the New York State Department of Health randomly selects a certain number of districts across New York State to report, in the aggregate, students' BMI and weight status categories. Selected districts must report BMI results on-line using the Department of Health's Health Provider Network secure website. A student's parent or person in parental relation may refuse to have the student's BMI and weight status category included in such survey.

#### **Health Screenings**

The District will provide a:

- a) Scoliosis screening, if not documented on the student's health certificate, at least once each school year for male students in grade 9, and for female students in grades 5 and 7. The positive results of any scoliosis screening examination will be provided in writing to the student's parent or person in parental relation within 90 calendar days after the finding;
- b) Vision screening, if not documented on the student's health certificate, to all students within six months of admission to a District school. The vision screening will test the student's color perception, distance acuity, and near vision. In addition, all students will be screened for distance acuity and near vision in grades pre-kindergarten or kindergarten, 1, 3, 5, 7, and 11, as well as at any other time deemed necessary. The results of all vision screening examinations will be provided in writing to the student's parent or person in parental relation and to any teacher of the student while the student is enrolled in the District school; and

- c) Hearing screening, if not documented on the student's health certificate, to all students within six months of admission to a District school. In addition, all students will receive a hearing screening in grades pre-kindergarten or kindergarten, 1, 3, 5, 7, and 11, as well as at any other time deemed necessary. Each hearing screening will include, but not be limited to, pure tone screening. The results of any hearing tests requiring a follow-up examination will be provided in writing to the student's parent or person in parental relation and to any teacher of the student while the student is enrolled in the District school.

The results of all health screenings will be recorded in the student's cumulative health record which will be maintained by the school for at least as long as the minimum retention period for such records.

### **Student Health Records**

The health records of individual students will be kept confidential in accordance with the federal Family Educational Rights and Privacy Act (FERPA) and any other applicable federal and state laws.

### **Accommodation for Religious Beliefs**

No health examinations, health history, examinations for health appraisal, screening examinations for sickle cell anemia and/or other health screenings will be required where a student or the parent or person in parental relation to that student objects on the grounds that the examinations, health history, and/or screenings conflict with their genuine and sincere religious beliefs. A written and signed statement from the student or the student's parent or person in parental relation that the person holds these beliefs must be submitted to the building principal or designee, in which case he or she may require supporting documents.

### **Students in Temporary Housing**

For students in temporary housing (i.e., homeless children and youth), the enrolling school must immediately refer the parent or guardian of the student to the District's McKinney-Vento liaison, who will assist them in obtaining the necessary medical records.

20 USC § 1232g  
Education Law §§ 903-905, and 3220  
8 NYCRR §§ 136.1, 136.3

NOTE: Refer also to Policies

- #5690 - Exposure Control Program
- #5691 - Communicable Diseases
- #5692 - Human Immunodeficiency Virus (HIV)  
Related Illnesses
- #7121 - Diagnostic Screening of Students
- #7131 - Education of Students in Temporary Housing
- #7250 - Student Privacy, Parental Access to  
Information, and Administration of Certain  
Physical Examinations to Minors
- #7420 - Sports and the Athletic Program
- #7510 - School Health Services
- #7511 - Immunization of Students

#7522 - Concussion Management

Adopted: 1992

Revised: 11/12/03; 1/9/07; 10/28/08; 3/20/12; 7/9/13; 5/5/15; 4/14/21

## **POLICY 7513**

### **SUBJECT: MEDICATION AND PERSONAL CARE ITEMS**

#### **Administration of Medication**

The school's registered professional nurse may administer medication to a student during the school day under certain conditions. For the purpose of this policy, the term "medication" includes both prescription and non-prescription medications. The school must receive the following before medication will be administered to a student:

- a) The original written order from the student's provider stating the name of the medication, precise dosage, frequency, and time of administration;
- b) A written, signed consent from the student's parent or person in parental relation requesting the administration of the medication, as prescribed by the physician, to the student in school; and
- c) The medication, properly labeled in its original container, must be delivered to the school health office by the student's parent or person in parental relation. The term "properly labeled," in the context of this policy, means that the container must include the following information: the student's name, name of medication, dosage, frequency, and prescribing physician. A student is not permitted to carry any medication on his/her person in school, or on the school bus, or keep any medication in his/her school locker(s). Exceptions may apply, however, for students diagnosed with asthma or other respiratory illnesses, diabetes, or allergies who will be permitted to carry and self-administer medication under certain conditions.

All medication orders must be reviewed annually by school health office personnel or whenever there is a change in dosage.

#### **Students with Asthma or Other Respiratory Illnesses**

The District will make a nebulizer available on-site in school buildings where full- or part-time nursing services are provided. Only students with a patient-specific order may have access to the nebulizer. School nursing personnel will clean and maintain the District nebulizer as appropriate. The nebulizer must be administered by the District's nurse or physician in accordance with the student's patient-specific order.

Personal equipment used to deliver albuterol to a student will be cleaned and appropriately labeled with the student's name and used solely by that individual student. (Examples of equipment to be cleaned and labeled are nebulizer tubing, facemask, mouthpiece, spacer, etc.)

See below for specific instruction as it pertains to self-administration of medication for respiratory illness.

#### **Self-Administration of Medication**

##### **Generally**

Each student who is permitted to self-administer medication should have an emergency care plan on file with the District. Further, the school will maintain a record of all written parental consents in the student's cumulative health record.

School health office personnel will also maintain regular parental contact in order to monitor the effectiveness of such self-medication procedures and to clarify parental

responsibility as to the daily monitoring of their child to ensure that the medication is being utilized in accordance with the physician's or provider's instructions. Additionally, the student will be required to report to the health office on a periodic basis as determined by health office personnel so as to maintain an ongoing evaluation of the student's management of such self-medication techniques, and to work cooperatively with the parents and the student regarding such self-care management.

Students who self-administer medication without proper authorization will be referred for counseling by school nursing personnel, as appropriate. Additionally, school administration and parents will be notified of such unauthorized use of medication by the student, and school administration may determine the proper resolution of this behavior.

#### Students with asthma or another respiratory disease

A student must be permitted to carry and self-administer their prescribed inhaled rescue medication during the school day, on school property, and at any school function if the District's health office receives written parental consent and the written permission of a physician or duly authorized health care provider and if that written permission includes attestation from the physician/ health care provider that is consistent with applicable laws and regulations. In such events, the District shall maintain the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of asthma or other respiratory disease for which inhaled rescue medications are prescribed to alleviate respiratory symptoms or to prevent the onset of exercise induced asthma; the student has demonstrated that he/she can self-administer the prescribed medication effectively; and the expiration date of the order, the name of the prescribed medication, the dose the student is to self-administer, times when the medication is to be self-administered, and the circumstances which may warrant the use of the medication; and
- b) Written consent from the student's parent or person in parental relation.

Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain an extra inhaled rescue medication in the care and custody of the school's registered professional nurse, nurse practitioner, physician assistant, or school physician.

#### Students with Allergies

A student will be permitted to carry and self-administer his/her prescribed EpiPen during the school day, on school property, and at any school function if the school health office receives written parental consent and the written permission of a physician or duly authorized health care provider and if that written permission includes attestation from the physician/ health care provider that is consistent with applicable laws and regulations. In such events, the District shall maintain the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of an allergy for which an EpiPen is needed for the emergency treatment of allergic reactions; the student has demonstrated that he/she can self-administer the prescribed EpiPen effectively; and the expiration date of the order, the name of the medicine, the dose the student is to self-administer, and the circumstances which may warrant the use of the medication; and
- b) Written consent from the student's parent or person in parental relation.

Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain an extra EpiPen in the care and custody of a licensed nurse, nurse practitioner, physician assistant, or school physician.

### Students with Diabetes

A student will be permitted to carry and self-administer his/her prescribed insulin through an appropriate medication delivery device, carry glucagon, and carry and use equipment and supplies necessary to check blood glucose and/or ketone levels during the school day, on school property, and at any school function if the District's health office receives written parental consent and the written permission of a physician or duly authorized health care provider and if that written permission includes attestation from the physician/health care provider that is consistent with applicable laws and regulations. In such events, the District shall maintain the following on file:

- a) Written order/permission and an attestation from a duly authorized health care provider stating that the student has a diagnosis of diabetes for which insulin and glucagon through appropriate medication delivery devices, and the use of equipment and supplies to check blood glucose and/or ketone levels are necessary; the student has demonstrated that he/she she can self-administer effectively, can self-check glucose or ketone levels independently, and can independently follow prescribed treatment orders; and the expiration date of the order, the name of the prescribed insulin or glucagon, the type of insulin delivery system, the dose of insulin and/or glucagon the student is to self-administer, times when the insulin and/or glucagon is to be self-administered, and the circumstances which may warrant administration by the student. The written permission must also identify the prescribed blood glucose and/or ketone test, the times testing is to be done, and any circumstances which warrant checking a blood glucose and/or ketone level.
- b) Written consent from the student's parent or person in parental relation. Upon written request of the student's parent or person in parental relation, the school will allow the student to maintain extra insulin, insulin delivery system, glucagon, blood glucose meter, and related supplies to treat the student's diabetes in the care and custody of a licensed nurse, nurse practitioner, physician assistant, or school physician.

Students with diabetes will also be permitted to carry food, oral glucose, or other similar substances necessary to treat hypoglycemia in accordance with District policy.

### **Storage and Disposal of Medication**

The District will comply with relevant state laws, regulations, and guidelines governing the District's receipt, storage, and disposal of medication.

### Medication Storage

The District will be responsible for ensuring that medication is available to the student it is prescribed for while preventing access by other students. When possible, the District should utilize a double-lock system, including: all medications being secured in the health office's cabinet or refrigerator designated solely for medication; such storage units having double-key locks, being secured to the building, and not having breakable glass doors; checking insurance carriers about medication storage requirements; and keeping the health office locked when health service personnel are not present.

## Medication Disposal

Any unused medication will be returned to the parent/guardian. The District will inform the parent/guardian about their responsibility to pick up the unused medication, including a deadline date for pick up to avoid disposal.

Medication should be disposed of in the manner outlined by the NYS Department of Environmental Conservation. Medication is no longer to be flushed down the drain or toilet as a means of disposal. Needles and syringes should be disposed in the manner outlined by NYS Department of Health: needles should not be recapped or purposely bent or broken; sharp items should be placed in approved sharps' containers and labeled "BIOHAZARD;" and arrangements should be made with parent/guardian to dispose sharps' containers at periodic intervals according to the District's policy. The District shall also follow all other guidance and regulations governing medication disposal, including but not limited to guidance released by the Center for Disease Control and Prevention, Occupational Safety and Health Administration, Public Employees Safety and Health Bureau, and the New York State Center for School Health.

## Stock Medication

It is not recommended that the District purchase and stock over the counter medications for use by students and staff. However, if the District wishes to do so, it must be aware of the following: all students must have patient specific orders from their provider for any OTC medication and written parental consent that specifies the use of OTC medication; and that stock medications for staff use should be kept in a location other than the health office for staff to obtain if the District employs licensed health professionals. Each type of stock medication requires different protocols, and the District must abide by all state and federal regulations for any stock medication they choose to provide.

## **Personal Care Items**

### Feminine Hygiene Products

Each school building within the District serving students in any grade from six through twelve will provide feminine hygiene products in building restrooms. These products will be provided at no charge to students.

### Alcohol-Based Hand Sanitizers

The New York State Education Department (NYSED) permits the use of alcohol-based hand sanitizers in schools. The school medical director may approve and permit the use of alcohol-based hand sanitizers in the District's schools without a physician's order. Parents may provide written notification to the school in the event that they do not wish to have their child use this product.

Hand sanitizer will be distributed to classrooms and other instructional areas one bottle at a time by staff, and the overage should be stored in the custodial area. Classroom teachers will keep pump bottles under adult supervision, such as at the teacher's desk or classroom sink area. Bottles will not be kept on the students' desks or out of the teacher's view. Additionally, the principal will send a letter to parents regarding the benefits using hand sanitizer products and the hazards of misusing such products.

## Sunscreen

Students may carry and use FDA approved sunscreen products for over-the-counter use. The student's parent or person in parental relation must provide written permission for the student to carry and use sunscreen. This written parental consent will be maintained by the school. A student who is unable to physically apply sunscreen may be assisted by unlicensed personnel when directed to do so by the student, if permitted by a parent or person in parental relation, and authorized by the school.

## Transportation of Medication to and from School Events

School health personnel should remind teachers and administrators that both the health personnel and parents/guardians must be notified well in advance of any field trip so that they may arrange for any necessary personnel, orders and consents required for administration of medications on the trip. When medications are to be given off school grounds or after school hours, the medications should remain in the original, properly labeled container until utilized by the student.

Unlicensed personnel may not administer opioid antagonist medication or EpiPens off site. However, if they are trained by the school nurse or other appropriate licensed personnel, they may administer an EpiPen to a student with a patient-specific order.

## Training of Unlicensed Personnel

Steps to train unlicensed personnel by appropriate licensed health professionals to assist Supervised or Independent Students to take their medications should include:

1. How to assist a student;
2. Return demonstration;
3. How to keep medications secure at all times; and
4. Documentation and confidentiality requirements.

## Medication Errors

Despite the District's best efforts to execute medication protocols, errors may still occur. A medication error is any failure to administer medication as prescribed for a particular student, including failure to administer the prescribed medication to the correct student, at the correct time, at the correct dose, or by the correct route. When a medication error occurs, the District should follow the below steps:

1. Notify the licensed prescriber as soon as possible;
2. Notify the supervisor or school administrator, and the school medical director;
3. Notify the parent/guardian; and
4. Complete a written report for the medication error detailing the student's name, specific statement of the medication error, results of the school nurse assessment, who was notified, and what remedial action was taken.

Individuals with Disabilities Education Act (IDEA), 20 USC § 1400 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 USC § 794 et seq.  
Education Law §§ 902(b), 907, 916, 916-a, 916-b, 919, 921, 6527, 6908(1)(a)(iv), and 6909  
Public Health Law §§ 267, 3000-a, 3000-c, and 3309  
8 NYCRR §§ 136.6, 136.7

NOTE: Refer also to Policy #7521 -- Students with Life-Threatening Health Conditions

Revised: 6/24/97; 1/9/01; 11/12/03; 1/9/07; 10/28/08; 4/9/13; 2/9/16; 4/14/21

## **POLICY 7522**

### **SUBJECT: CONCUSSION MANAGEMENT**

The Board of Education recognizes that concussions and head injuries are the most commonly reported injuries in children and adolescents who participate in sports and recreational activities. The physical and mental well-being of our students is a primary concern. Therefore, the North Rose-Wolcott Central School District adopts the following Policy to support the proper evaluation and management of concussion injuries.

A concussion is a mild traumatic brain injury (MTBI). A concussion occurs when normal brain functioning is disrupted by a blow or jolt to the head or body that causes the head and brain to move rapidly back and forth. Recovery from concussion and its symptoms will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management. Concussions can impact a student's academics as well as their athletic pursuits.

#### **Concussion Management Team (CMT)**

In accordance with the Concussion Management and Awareness Act, the School District is authorized, at its discretion, to establish a Concussion Management Team (CMT) which may be composed of the certified athletic director, a school nurse, the school physician, a coach of an interscholastic team, a certified athletic trainer or such other appropriate personnel as designated by the School District. The Concussion Management Team shall oversee and implement the School District's concussion policy and regulations, including the requirement that all school coaches, physical education teachers, nurses and certified athletic trainers who work with and/or provide instruction to pupils engaged in school-sponsored athletic activities complete training relating to mild traumatic brain injuries. Furthermore, every concussion management team may establish and implement a program which provides information on mild traumatic brain injuries to parents and persons in parental relation throughout each school year.

#### **Staff Training/Course of Instruction**

Each school coach, physical education teacher, school nurse and certified athletic trainer who works with and/or provides instruction to students in school-sponsored athletic activities (including physical education class and recess) shall complete a course of instruction every two years relating to recognizing the symptoms of concussions or MTBIs and monitoring and seeking proper medical treatment for students who suffer from a concussion or MTBI.

Components of the training will include:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

The course can be completed by means of instruction approved by SED which include, but are not limited to, courses provided online and by teleconference. The CMT will utilize the District's existing system to document all required training and professional development for District staff. Upon completion of the training each year, staff will forward

their course completion certificate to the appropriate staff for entry into the system. The system will also use an email to remind staff of the need to complete the training each year. Because concussion symptoms may manifest themselves in any setting, all school staff will be encouraged to take the online training and be alert for students who may display or report concussion symptoms.

### **Information to Parents and Students**

The District will include the following information on MTBIs or concussions in any permission or consent form or similar document that may be required from a parent/person in parental relation for a student's participation in interscholastic sports. Similar information will be provided to all students when they sign up for participation in sports and/or through information provided in physical education, health or mental health classes. Information will include:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

The District will provide a link on its website, if one exists, to the above list of information on the State Education Department's and Department of Health's websites.

### **Identification of Concussion and Removal from Athletic Activities**

The District shall require the immediate removal from all athletic activities of any student who has sustained, or is believed to have sustained, a mild traumatic brain injury (MTBI) or concussion. Any student demonstrating signs, symptoms or behaviors consistent with a concussion while participating in a class, extracurricular activity, or interscholastic athletic activity shall be removed from the class, game or activity and must be evaluated as soon as possible by an appropriate health care professional. Such removal must occur based on display of symptoms regardless of whether such injury occurred inside or outside of school. If there is any doubt as to whether the student has sustained a concussion, it shall be presumed that the student has been injured until proven otherwise. The District shall notify the student's parents or guardians and recommend appropriate evaluation and monitoring.

The School District may choose to allow credentialed District staff to use validated Neurocognitive computerized testing as a concussion assessment tool to obtain baseline and post-concussion performance data. These tools are not a replacement for a medical evaluation to diagnose and treat a concussion. The District must seek authorization from the parent/guardian prior to the testing. Additionally, parent/guardians will be given a copy of the results upon request.

### **Return to School Activities and Athletics**

The student shall not return to physical activity (including athletics, physical education class and recess) until he/she has been symptom-free for at least 24 hours, and has been evaluated and received written authorization from a licensed physician. In accordance with Commissioner's regulations, the School District's Medical Director will give final clearance on a return to activity for extra-class athletics. All such authorizations shall be kept on file in the student's permanent health record. The standards for return to athletic activity will also apply to injuries that occur outside of school. School staff should be aware that students may exhibit concussion symptoms

caused by injuries from outside activities and that these visible symptoms also indicate a removal from play.

The District shall follow any directives issued by the student's treating physician with regard to limitations and restrictions on school and athletic activities for the student. The District will also develop a coordinated communication plan among appropriate staff to ensure that the treating physician's orders for post-concussion management are implemented and followed. The school nurse will work to ensure that all the necessary staff get the information they need to care for and work with the injured student.

The District's Medical Director and other licensed health care professionals employed by the District will also formulate a procedure and treatment plan to be utilized by District staff who may respond to students or staff with possible concussions during the school day.

In accordance with NYSED guidelines, this Policy will be both reviewed and updated periodically. The Superintendent, in consultation with the District's Medical Director and other appropriate staff, may develop regulations and protocols for strategies to prevent concussions, the identification of concussions, and procedures for removal from and return to activities or academics.

Education Law § 305(42)

8 NYCRR §§ 135.4 and 136.5

*Guidelines for Concussion Management in Schools*, SED Guidance Document, 2018

Adopted: 12/18/12

Revised:



