

**BOARD MEETING:** Regular  
**DATE:** Wednesday, October 4, 2017  
**TIME:** 6:30 p.m.  
**PLACE:** Naples High School Cafeteria

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Regular Meeting of October 4, 2017 (Board Action)
- IV. Executive Session (Board Action)
- V. Pledge of Allegiance
- VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.  
Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)  
As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.  
Board Reponse: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.
- VII. Points of Interest
- VIII. Superintendent Recognitions & Updates
  - Points of Pride
  - Measuring What We Value: Update on District Priorities and Commitments
  - Next Generation Learning Standards
  - Information on Transportation Routes
  - NYSSBA Proposed Resolutions
- IX. Board Reports
  - Facilities Committee
- X. Minutes (Board Action)
  - Regular Meeting of September 20, 2017
- XI. Contractual Agreements
  - Managerial Contract: Director of Facilities and Transportation (Board Action)
  - Memorandum of Agreement: Heather Clark (Board Action)
  - Memorandum of Agreement: Naples Teachers' Association (Board Action)
  - Memorandum of Agreement: CSEA (Board Action)
- XII. Business / Financial (Board Action)
  - Alternate NYSSBA Delegate
  - Policy/Regulation Updates
  - Discards
- XIII. Personnel (Board Action)
  - Appointments:
    - Elementary Teacher
    - Substitute Music Teacher
  - Groundskeeper/Automotive Mechanic: Rate of Pay
- XIV. Consent Agenda Items (Board Action)
  - Committee on Special Education, Committee on Preschool Special Education Recommendations
  - Substitutes:
    - Cleaners
    - Teacher Aides
    - Custodian
    - School Monitors
    - School Bus Monitor
    - Typist
- XV. Adjournment (Board Action)

## **Regular Meeting**

**October 4, 2017**

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, October 4, 2017 at 6:30 p.m. in the Naples High School Cafeteria.

Members Present:     Robert Brautigam     Kelley Louthan: Arrived at 6:42 p.m.  
                             Joseph Callaghan     Gail Musnicki  
                             Brent Gerstner     Maura Sullivan  
                             Jacob Hall     Hayden Myers  
                             Thomas Hawks

Members Absent:     Carter Chapman

Also Present: Matthew Frahm, Mitchell Ball, Kristina A. Saucke, E. Bridget Ashton, and Katherine Piedici.

Guests: Shirley Riffle and Diann Payne

A quorum being present, the meeting was called to order at 6:30 p.m. by Board President Jacob Hall.

**Motion:             Maura Sullivan**  
**2<sup>nd</sup>:                 Robert Brautigam**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of October 4, 2017 as presented.

**Voting Yes:     7                             Motion Carried**  
**Voting No:     0**

**Motion:             Brent Gerstner**  
**2<sup>nd</sup>:                 Thomas Hawks**

Resolved, that the Board of Education approves calling an executive session at 6:31 p.m. for the purpose of discussing the employment history of a particular person or persons.

**Voting Yes:     7                             Motion Carried**  
**Voting No:     0**

Board Member Kelley Louthan arrived at 6:42 pm

**Time out of Executive Session: 7:01 p.m.**

### **Public Comments**

Community member Diane Payne commended the athletic hall of fame for inducting the 1999 boys' soccer team. Mrs. Payne provided some commentary and gave a few reflections of that team.

### **Board Response**

Board President Jacob Hall responded to comments from the last board meeting. Mr. Hall indicated that administrative decisions will be handled by district staff and is generally not the purview of the Board of Education.

**Points of Interest**

Mr. Hall mentioned that there was a very engaging photo of a student releasing butterflies on the Twitter feed.

**Superintendent Recognitions & Updates**

Superintendent Matthew Frahm highlighted some points of pride including:

- The induction of the 1999 boys soccer team and Shelly Collins to the Athletic Hall of Fame
- The Homecoming dance, the student fire fighters who serve and were present at the homecoming bon fire
- A presentation on Project Based Learning by Anneke Radin-Snaith and Michele Walpole at the New York State School Boards Association conference
- The college fair that Bill Murphy organizes, homecoming
- Aaron O'Rourke and Jaime Weller for winning Teacher of the Year for Naples Central School District.

Mr. Frahm spoke about "measuring what we value" as applied to the District Priorities and Commitments.

Mr. Frahm spoke briefly about the Next Generation Learning Standards for English Language Arts and Mathematics.

Mr. Frahm provided information on transportation routes.

Mr. Hall reviewed the New York State School Boards Association proposed resolutions and the Board of Education determined their stance on the various items.

**Board Reports**

Board of Education and Facilities Committee Member Robert Brautigam reviewed items as discussed in the Facilities Committee Meeting including capital project discussions, facilities team work, the Grape Festival, the work to be done on the original high school building entries, replacement of the mechanicals of the elementary kitchen cooler and freezer, snow removal, and the Smart Bond Act.

**Motion: Brent Gerstner**

**2<sup>nd</sup>: Thomas Hawks**

Resolved, that the Board of Education approves the minutes of the following meetings:

- Regular Meeting of September 20, 2017

**Voting Yes: 8 Motion Carried**

**Voting No: 0**

**Motion: Gail Musnicki**

**2<sup>nd</sup>: Robert Brautigam**

Resolved, that the Naples Central School District Board of Education does hereby approve the terms and conditions of employment for Chad Hunt, Director of Facilities and Transportation, effective October 5, 2017 through June 30, 2021.

**Voting Yes: 8 Motion Carried**

**Voting No: 0**

**Motion:** Brent Gerstner  
**2<sup>nd</sup>:** Gail Musnicki

**Resolved, that the Board of Education approves the following Contractual Agreement resolution as presented:**

- Resolved, that the Naples Central School District Board of Education does hereby approve the Memorandum of Agreement, as presented, between Heather K. Clark and the Naples Central School District for the purpose of establishing terms and conditions of employment.

**Voting Yes: 8 Motion Carried**  
**Voting No: 0**

**Motion:** Kelley Louthan  
**2<sup>nd</sup>:** Thomas Hawks

**Resolved, that the Board of Education approves the following Contractual Agreement resolution as presented:**

- Resolved, that the Naples Central School District Board of Education does hereby approve the Memorandum of Agreement, as presented, between the Naples Teachers' Association and the Naples Central School District for the purpose of providing compensation to Special Education Teacher Brian Battle for the cost of applying for an additional teaching certification in Mathematics as required by the NYS Education department for a self-contained classroom.

**Voting Yes: 8 Motion Carried**  
**Voting No: 0**

**Motion:** Maura Sullivan  
**2<sup>nd</sup>:** Joseph Callaghan

**Resolved, that the Board of Education approves the following Contractual Agreement resolution as presented:**

- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples CSEA and the Naples Central School District for the purpose of discussing the starting rate of pay for School Bus Drivers hired in the 2016-2017 School Year as related to Appendix A, Starting Salary Ranges of the CSEA collective bargaining agreement effective July 1, 2016 – June 30, 2019.

**Voting Yes: 8 Motion Carried**  
**Voting No: 0**

**Motion:** Thomas Hawks  
**2<sup>nd</sup>:** Gail Musnicki

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:**

- Resolved, that Board of Education member Maura Sullivan is hereby appointed as the Alternate Voting Delegate for the 2017 NYSSBA Annual Meeting.
- Resolved, that the Board of Education, upon the recommendation of the Policy Committee, with no second reading required as per Policy #1410, hereby approves the following policies, regulations and forms as presented:
  - Admin Regulation 7243 R - Student Data Breaches-Prevention, Response and Notification
  - Policy #7240: Student Records: Access and Challenge

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following discards to be declared surplus property and approval given to discard as per Policy #5250:

High School Library Discards:

Encyclopedia of Birds

Tomorrow's Avengers

Ripley's believe it or not!

Scholastic 2014 Book of World Records

Beagles

**Voting Yes: 8**

**Motion Carried**

**Voting No: 0**

**Motion: Gail Musnicki**

**2<sup>nd</sup>: Kelley Louthan**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following appointments:
  - Julie Fitzpatrick to a probationary term of four (4) years beginning on October 30, 2017 and expiring on October 29, 2021, as 1.0 FTE Elementary Education Teacher, effective October 30, 2017. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification area and status is Childhood Education (Grades 1-6), Initial; and Early Childhood Education (Birth-Grade 2), Initial. Salary for this position will be Step 2 of the 2017-2018 Distribution Schedule – Bachelors. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
  - Elise Gage, 151 North Main Street, Apt. 3, Canandaigua, NY 14424, as Substitute Elementary Music Teacher, effective October 10, 2017 through February 26, 2018, or upon the return of Elementary Music Teacher Amanda Erickson plus one (1) day. Salary for this position will be Step 1 of the 2017-2018 Distribution Schedule – Bachelors.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves an increase in the rate of pay for Groundskeeper/Automotive Mechanic, Adam Fitzgerald, upon the completion of his CDL License, to \$16.00, effective September 14, 2017.

**Voting Yes: 8**

**Motion Carried**

**Voting No: 0**

**Motion: Maura Sullivan**

**2<sup>nd</sup>: Gail Musnicki**

**Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:**

- a. Resolved, that the Board of Education approves committee recommendations from the following meetings:
  - Committee on Special Education actions of 04/04/17; 08/22/17; 09/07/17; 09/11/17; 09/12/17; 09/13/17; 09/20/17; 09/27/17; and 09/28/17.
  - Committee on Preschool Special Education actions of 09/13/17.

**Regular Meeting****October 4, 2017**

- b. Resolved, that the Board of Education hereby approves the following Substitute Appointment(s), pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Alicia Allen	Cleaner	1 West Hollow Road, Naples, NY 14512
Donald Christmas, III	Teacher Aide	17 Mt. Pleasant Street, Naples, NY 14512
Donald Christmas, III	Cleaner	17 Mt. Pleasant Street, Naples, NY 14512
Donald Christmas, III	Custodian	17 Mt. Pleasant Street, Naples, NY 14512
Sapphire Daniels	Teacher Aide	36 Vine Street, Lot 9, Naples, NY 14512
Sapphire Daniels	School Monitor	36 Vine Street, Lot 9, Naples, NY 14512
Sapphire Daniels	School Bus Monitor	36 Vine Street, Lot 9, Naples, NY 14512
Laura Wixom	Teacher Aide	41 Vine Street, Naples, NY 14512
Laura Wixom	School Monitor	41 Vine Street, Naples, NY 14512
Elizabeth Richardson	Teacher Aide	8091 State Route 245, Naples, NY 14512
Elizabeth Richardson	Typist	8091 State Route 245, Naples, NY 14512

**Voting Yes: 8****Motion Carried****Voting No: 0****Motion: Thomas Hawks****2<sup>nd</sup>: Kelley Louthan**

There being no further business, the Regular Meeting of October 4, 2017 is hereby adjourned at 8:21 p.m.

**Voting Yes: 8****Motion Carried****Voting No: 0**

Dated this 4th day of October, 2017

  
\_\_\_\_\_  
Mitchell J. Ball, District Clerk

**NAPLES CENTRAL SCHOOL**  
**136 NORTH MAIN STREET**  
**NAPLES, NEW YORK 14512**



**TERMS AND CONDITIONS OF EMPLOYMENT**

This document shall set forth the terms and conditions of employment for Chad Hunt ('Employee'), as provided by the Board of Education of the Naples Central School District (the "Board").

Nothing contained herein shall be construed as a contract of employment. The terms and conditions contained herein may be changed by the Board of Education at the Board's discretion.

Effective October 5, 2017 the Board will employ the Employee under the following terms and conditions:

1. Employee shall be employed as the Director of Facilities and Transportation and perform all duties connected therewith along with such other and further duties as may be assigned by the Superintendent.
2. The annual salary for the position of Director of Facilities and Transportation commencing October 5, 2017 through June 30, 2018 will be \$66,820. His compensation commencing July 1, 2018 through June 30, 2019 will be \$68,691; commencing July 1, 2019 through June 30, 2020 will be \$70,683; commencing July 1, 2020 through June 30, 2021 will be \$72,733. Such compensation shall be paid to the Director of Facilities and Transportation on days established by the Board of Education for the payment of employee salaries. Any increase in salary will be determined by the Board of Education.
3. The Employee will be entitled to a stipend of \$9,000 for duties related to the Transportation Department. The stipend will increase by 2.9% annually for the term of the contract. In the event that the Employee is no longer responsible for the Transportation Department, the stipend will no longer be applicable.
4. The Employee has no grievance rights and any discipline will be governed by the laws of New York State. No additional discipline rights are conferred by this document.
5. The Employee shall be entitled to the fringe benefits listed below:

<b><u>Benefit</u></b>	<b><u>Managerial</u></b>
VACATION	<ul style="list-style-type: none"><li>- 20 days granted on July 1 of each school year</li><li>- 5 unused days may be carried each year for a maximum of 25 days in one year.</li><li>- Any remaining unused days will be converted to sick days at the end of each school year.</li></ul>
VACATION CASH IN	May cash in a maximum of (5) unused vacation days at his/her per diem rate.

VACATION DAYS UPON RETIREMENT	Any unused vacation days upon retirement will be converted to sick days. Any converted days that exceed the 165 sick day maximum will be paid out at \$40/day.
SICK LEAVE	Fifteen (15) days granted on July 1 of each school year. Unused sick leave days at the end of each year will be added into accumulated sick leave total for the following year for a maximum of 180 days. Any accumulated sick time beyond 165 will be reimbursed at \$40 per day. Sick days are credited at the beginning of each fiscal year.
SICK LEAVE CASH IN AT RETIREMENT	Upon retirement, unused sick days can be reimbursed at the per diem rate of \$40. Sick days can also be converted to service credit per ERS regulations. Please see business office staff for details.
DEATH IN FAMILY	Up to three (3) days are available per year for bereavement. If additional days are needed, they will be deducted from sick leave. Family shall be defined as child, step-child, spouse, parent, sibling, grandparent, mother in law or father in law.
HEALTH INSURANCE	Healthy Blue \$15/\$25 OCP, \$5/\$25/\$50 PCP - District contributes 87.5% of Premium; Employee contributes 12.5%: (percentage may change annually)
HEALTH INSURANCE UPON RETIREMENT	<p>Retirees will have the same health insurance benefit plan upon retirement or a similar plan as current employees of the district in similar positions, as health insurance plans may change from time-to-time.</p> <p>District contribution towards health insurance upon retirement will be as follows:</p> <ul style="list-style-type: none"> <li>• 10-15 years - 47%</li> <li>• 15-20 years – 90%</li> <li>• Over 20 years – 95%</li> </ul> <p>When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or its equivalent. A complimentary plan is a Medicare eligible product that works in conjunction with Medicare. Any premium differences based upon the plan the retiree is under that exceeds the plan or its equivalent will be the employee's responsibility to pay.</p>
HEALTH INSURANCE BUY-OUT	\$750 Single, \$1,250 Family
MEDICAL REIMBURSEMENT	\$500, only available if enrolled in a district provided health insurance plan
FLEX PLAN	Employee contributed
WORK YEAR	July 1 <sup>st</sup> – June 30 <sup>th</sup>



SABBATICAL LEAVE	N/A
TAX SHELTERED ANNUITY	Employee Contributed
MILEAGE REIMBURSEMENT	Current IRS Rate
PERSONAL, ADOPTION, PREGNANCY, AND CHILD REARING LEAVE	Personal: 4 non-cumulative days per year. Adoption: Unpaid upon approval of Superintendent Pregnancy: Unpaid upon approval of Superintendent Child Rearing: Unpaid upon approval of Superintendent
JURY DUTY	If elected to serve jury duty, the employee shall be paid the difference between any jury duty payment and their regular daily rate for time served.
TUITION REIMBURSEMENT	N/A
TECHNOLOGY REIMBURSEMENT	\$720 per year (can be used for cell phone)
LIFE INSURANCE	N/A
HOLIDAYS	13 paid including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, July 4 <sup>th</sup> , Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day).
ANNUAL PHYSICAL	N/A

**Signed:**

\_\_\_\_\_  
**Jacob Hall, Board of Education President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Matthew T. Frahm, Superintendent of Schools**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chad Hunt, Director of Facilities and Transportation**

\_\_\_\_\_  
**Date**

**NAPLES CENTRAL SCHOOL**  
**136 NORTH MAIN STREET**  
**NAPLES, NEW YORK 14512**



**MEMORANDUM OF AGREEMENT**

**THIS IS AN AGREEMENT** entered into by and between the Naples Central School District (the "District") and Heather Clark, collectively referred to herein as the "parties".

**WHEREAS**, the parties have discussed Heather Clark's terms and conditions of employment as Teacher on Special Assignment (hereinafter sometimes referred to TOSA) during the 2017-2018 school year and will be conducting her administrative internship for fulfillment of her administrative certification and will become the District's Dean of Students/District Data Coordinator on October 14, 2017; and

**WHEREAS**, the parties have reached an agreement on these issues and wish to memorialize their agreements in writing; and

**WHEREAS**, each party hereto has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants herein contained, the parties agree as follows:

1. The District appointed Heather Clark as a teacher in the Education of Children with Handicapping Conditions – General Special Education tenure area on September 20, 2017. The District subsequently appointed Heather Clark as a teacher on special assignment to serve as the Dean of Students/District Data Coordinator on September 20, 2017, for the 2017-2018 school year.
2. The District agree that when Heather Clark receives the appropriate certification to serve as an assistant principal from the New York State Education Department that it shall appoint Heather Clark to a four-year probationary appointment in the administrative tenure area of Assistant Secondary Principal/District Data Coordinator, conditioned on the parties agreeing to Mrs. Clark's annual salary. Mrs. Clark agrees that she shall be required to resign from her teaching position upon being appointed to the Assistant Secondary Principal/District Data Coordinator position.
3. This Agreement shall become effective upon appropriate execution by the parties and shall expire on June 30, 2018.

4. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.
5. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.
6. The parties agree that the invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals on the day and date written below.

**FOR THE DISTRICT:**

\_\_\_\_\_  
Jacob Hall  
President  
Board of Education  
Naples Central School District

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Frahm  
Superintendent of Schools  
Naples Central School District

Dated: \_\_\_\_\_

**FOR HEATHER CLARK:**

\_\_\_\_\_  
Heather K. Clark  
Teacher on Special Assignment:  
Dean of Students/District Data Coordinator

Dated: \_\_\_\_\_

**NAPLES CENTRAL SCHOOL**  
136 NORTH MAIN STREET  
NAPLES, NEW YORK 14512



**MEMORANDUM OF AGREEMENT**

THIS IS AN AGREEMENT entered into by and between NAPLES TEACHERS' ASSOCIATION (hereinafter sometimes referred to as "Association"), MATTHEW T. FRAHM, Superintendent of Schools (hereinafter sometimes referred to as the "Superintendent") and the NAPLES CENTRAL SCHOOL DISTRICT (hereinafter sometimes referred to as the "School District"), collectively referred to as the "parties".

WHEREAS, the parties have discussed compensation for the cost of earning an additional teaching certification for Special Education Teacher Brian Battle to be able to teach Mathematics in a self-contained High School Special Education classroom as required by New York State Education Department; and

WHEREAS, the parties have had discussions concerning this issue and have reached a negotiated settlement to resolve this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

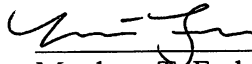
WHEREAS, each party hereto has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. The parties agree it is in the best interest of the Naples Central School District for Special Education Teacher Brian Battle to obtain his certification in Mathematics 7-12 for the purpose of teaching Mathematics in his assignment as the teacher for a self-contained High School Special Education classroom as required by New York State Education Department.
2. Therefore the District agrees to reimburse Brian Battle for the cost of obtaining an additional teaching certification in Mathematics 7-12.
3. This agreement shall be effective for the 2017-2018 School Year.
4. This constitutes the full and complete agreement between the parties.
5. The parties further agree that the terms and conditions of this Memorandum of Agreement shall not be used to establish a practice, past practice or precedent in any proceeding or any matter whatsoever.
6. No provision or provisions of this Memorandum of Agreement may be added to, deleted or modified in any manner unless in writing, signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and date written below:

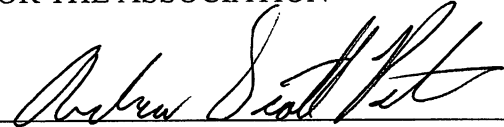
FOR THE DISTRICT:



Matthew T. Frahm  
Superintendent of Schools  
Naples Central School District

Dated: 9/27/17

FOR THE ASSOCIATION



Andrew Scott Petrie  
President  
Naples Teachers' Association

Dated: 9/27/17

# REGULATION

Students

## **SUBJECT: STUDENT DATA BREACHES: PREVENTION, RESPONSE AND NOTIFICATION**

School Districts have a legal responsibility to protect the privacy of education data, including personally identifiable information (PII) of its students, in both paper and electronic formats. Although the Family Education Rights and Privacy Act (FERPA) does not include specific data breach notification requirements, it does protect the confidentiality of education records by requiring districts to record each incident of data disclosure in accordance with 34 CFR 99.32 (a)(1). A breach of student data maintained electronically would be considered such a "disclosure" that must be recorded. In addition, under state law, direct notification to parents and/or affected students may be warranted depending on the type of data compromised, such as student social security numbers and/or other identifying information that could lead to identity theft.

The following guidelines will assist the School District in efforts to prevent student data breaches and guide the response and notification protocol should a student data breach occur.

### **Definitions**

*"Data Breach"* is any instance in which there is an unauthorized release of or access to Personally Identifiable Information (PII) from student education records or other protected information about students not suitable for public release.

*"Education Records"* are records directly related to a student and maintained by an education agency or institution, or by a party acting on behalf of the agency or institution.

*"Personally Identifiable Information (PII)"* from education records includes information, such as a student's name or identification number, that can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. PII includes an individual's name, identification number, social security number, date and place of birth, mothers' maiden name, biometric records, etc.

Also refer to Regulation #7240R -- Access to Student Records for additional definitions and information related to student records and FERPA.

### **Prevention of Student Data Breaches**

#### Incident Response Team

The District may choose to assemble an incident response team within the District to deal with possible data breaches. The team may designate a manager who will be in charge of incident response and at least one (1) other person who can assume authority in the absence of the manager. Staff will be notified of the team and the method of contact in the event of a breach. The team will also be available

(Continued)

# REGULATION

Students

## **SUBJECT: STUDENT DATA BREACHES: PREVENTION, RESPONSE AND NOTIFICATION (Cont'd.)**

to staff to answer questions and develop strategies to prevent and detect a breach. The team will establish roles and responsibilities, specify access credentials, work with the Superintendent to coordinate the flow of information, and manage the District's public message in the event of a breach.

### Review Information Systems and Data

The District, in conjunction with appropriate staff (such as the Chief Information Officer, the Records Officer, and/or technology coordinator) will review information systems and data to identify where personally identifiable information (PII) is stored and used. The review may involve:

- 1) Documenting what PII and other sensitive information is maintained by the District, where it is stored (including backup and archived data), and how it is kept secure;
- 2) Conducting regular risk assessments and evaluating privacy threats for the District;
- 3) Reviewing those approved for access to PII and/or other sensitive information and checking user activity status to determine which accounts should be deactivated after a pre-determined period of inactivity;
- 4) Reviewing separation of duties to help ensure integrity of security checks and balances;
- 5) Implementing mitigation controls designed to prevent and detect unauthorized access, theft, or misuse of PII and/or other sensitive data;
- 6) Implementing security controls, such as encryption of sensitive data in motion and at rest (where feasible); and
- 7) Regularly reviewing and updating data destruction policies to minimize the risk of data breaches through unauthorized access to archived records or computers that are no longer in use.

### Monitor Sensitive Data Leakage and Loss

The District will also monitor for PII and other sensitive data leakage and loss. This may include:

- 1) Employing automated tools, such as intrusion detection and prevention systems, next generation firewalls, and anti-virus and anti-malware tools, to monitor and alert about suspicious or anomalous activity;

(Continued)

# REGULATION

Students

## **SUBJECT: STUDENT DATA BREACHES: PREVENTION, RESPONSE AND NOTIFICATION (Cont'd.)**

- 2) Using data loss prevention solutions to track the movement and use of information within the District's system, to detect and prevent the unintentional disclosure of PII and/or other sensitive data, for both data at rest and data in motion;
- 3) Conducting regular searches of the information system and physical storage areas to identify PII that may be outside of approved areas (i.e., scan networks for policy violations or occasionally police open areas for PII left unattended on desks);
- 4) Conducting internet searches to locate (and, whenever possible, remove) information that is already in the public domain or visible to the public; and
- 5) Periodically testing and checking privacy and information security controls (i.e., through the use of "real-life" exercises) to validate their effectiveness as part of a risk management program.

### Conduct Privacy and Security Awareness Training

The District may conduct privacy and security awareness training. This may include:

- 1) Providing privacy and information security training on a recurring basis to appropriate staff involved in data-related activities;
- 2) Posting and communicating privacy policies to parents, students, staff and other users (i.e., on the District Web page, on a bulletin board at the office, or through statements inserted in documents or emails, etc.); and
- 3) Clearly defining and making easily accessible processes for reporting privacy incidents and complaints.

### **Response to Student Data Breaches**

In the event that information from student education records may have been compromised or inadvertently disclosed, the District may take one or more of the following steps suggested by the U.S. Department of Education, as deemed necessary under the particular circumstances. The following list is not meant to be linear or all inclusive:

- 1) Validate or confirm the data breach and determine exactly what information was compromised (i.e., names, addresses, social security numbers, ID numbers, credit card numbers, grades, and the like).
- 2) Assemble an incident response team to coordinate all aspects of the breach response.

(Continued)



# REGULATION

Students

**SUBJECT: STUDENT DATA BREACHES: PREVENTION, RESPONSE AND NOTIFICATION (Cont'd.)**

- 3) Take steps immediately to determine affected devices, retrieve data, and prevent any further disclosures.
- 4) Identify all affected records and students. Locate, obtain, and preserve for examination all written and electronic logs and records applicable to the breach.
- 5) Determine how the incident occurred, including which school officials had control of and responsibility for the information that was compromised. Determine whether the incident occurred because of a lack of monitoring and oversight.
- 6) Determine whether institutional policies and procedures were breached, including organizational requirements governing access (user names, passwords, PINs, etc.); storage; transmission; and destruction of information from education records.
- 7) Conduct a risk assessment and identify appropriate physical, technological, and administrative measures to prevent similar incidents in the future.
- 8) Consult with the District's School Attorney to ensure compliance with any applicable federal, state and/or local laws or regulations related to data breaches, reporting or notification requirements.
- 9) Report the incident to law enforcement authorities if criminal activity is suspected. If law enforcement is involved, coordinate investigations and evidence collection to avoid compromising outcomes.

**Notification of Student Data Breaches**

In the event of a student data breach, the District will determine whether notification is warranted or required and when it should be made, pursuant to federal, state, and local laws. If the compromised data includes student social security numbers in combination with other identifying information that could lead to identity theft, the District may directly notify affected students and/or their parents of the breach and notify students and their parents that the U.S. Education Department's Office of Inspector General maintains a website describing steps students may take if they suspect they are a victim of identity theft at: <http://www.ed.gov/about/offices/list/oig/misused/idtheft.html> and <http://www.ed.gov/about/offices/list/oig/misused/victim.html>.

The District shall maintain a record of each incident of data disclosure in accordance with 34 CFR 99.32 (a)(1).

(Continued)

# REGULATION

Students

**SUBJECT: STUDENT DATA BREACHES: PREVENTION, RESPONSE AND NOTIFICATION (Cont'd.)**Consider Notification of FPCO and PTAC

The incident response team may consider notifying the Family Policy Compliance Office (FPCO) about the breach. The FPCO can assist School Districts by helping to determine the potential for harm from the release of the information. The incident response team may also consider seeking technical assistance from the Privacy Technical Assistance Center (PTAC) for support with security and breach prevention. Additional information from PTAC is available at [www.ed.gov/ptac](http://www.ed.gov/ptac).

If the breach involves student data protected under state law, or data other than student educational records, refer to Regulation #5672R -- Data Breach Investigation and Notification Process.

Adopted: 10/04/17

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE****Student Records**

The District will comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Under its provisions, parents or guardians and noncustodial parent(s) whose rights are not limited by court order or formal agreement, of a student under eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, have a right to inspect and review any and all education records maintained by the District.

**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 such 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. As such, 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.

Additionally FERPA does not prohibit a school official from disclosing information about a student if the information is obtained through the school official's personal knowledge or observation and not from the student's education records.

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

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)****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 noncustodial parent(s) whose rights are not limited by court order or formal agreement, or students who are eighteen (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 person's approval of the information contained in the electronic consent.

**Exceptions**

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. "Limited Directory Information Disclosure" means that the District may limit disclosure of its designated directory information to specific parties, for specific purposes, or both. The intent is to allow schools the option to implement policies that allow for the disclosure of student information for uses such as yearbooks, honor roll lists, graduation programs, and playbills, but restrict disclosure for more potentially dangerous purposes. The District will limit disclosure of its designated directory information as otherwise specified in its public notice to parents of students in attendance and eligible students in attendance.

b) To School Officials who have a Legitimate Educational Interest

To other school officials, including teachers, within the educational agency or institution whom the school 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.

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)****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 such disclosures may be made. In the absence of information about disclosures in the annual FERPA notification, school officials must make a reasonable attempt to notify the parent about the disclosure, unless the parent initiated the disclosure. Additionally, upon request, schools must 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' Personally Identifiable Information (PII) with the need to address issues of school safety and emergency preparedness. Under FERPA, if an educational agency or institution 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 such 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.

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## Students

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**f) To Foster Care Agencies

A 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. This does not give a child welfare agency the right to look into any non-foster care student's records, without parental consent, when there has been a mere allegation of abuse or maltreatment, absent an order or subpoena.

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 the 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 eighteen (18) years of age or older a District may disclose education records to that student's parents, without the student's consent, if the student is claimed as a dependent for federal income tax purposes by either parent.

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**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)****k) 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. The District may also designate its own authorized representative who may access PII without consent in connection with an audit or evaluation of an education program within the District. As an example, the District might designate a university as its authorized representative in order to disclose, without consent, PII from education records on its former students to the university. The university could then disclose, without consent, transcript data on those former students attending the university to allow the District to evaluate how effectively the District prepared its students for success in postsecondary education.

**l) 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, from time to time, disclose PII from education records without consent to such 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 k and l)**

To the extent required by law, the District shall 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

(Continued)

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**

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.

**Challenge to Student Records**

Parents or guardians of a student under the age of eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, will have an opportunity for a hearing to challenge the content of the school records and 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.

**Release of Information to the Noncustodial Parent**

The District may presume that the noncustodial parent has the authority to request information concerning his or her child and release such information upon request. If the custodial parent wishes to limit the noncustodial 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 United States Code (USC) Section 1232(g)  
34 Code of Federal Regulations (CFR) Part 99  
Education Law § 2-d

NOTE: Refer also to Policies      #7241: Student Directory Information  
   #7242: Military Recruiters' Access to Secondary School  
   #7243: Student Data Breaches  
   #7643: Transfer Students with Disabilities

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