

- d) The monitor may notify the Board in writing when he or she deems the District is violating an element of the financial plan.

Sharon L. Fabel

Attachment A: Draft Independent Monitor Contract

2020 appointed Albert T. Chase as the monitor for the Wyandanch UFSD in accordance with Chapter 18 of the Laws of 2020; and

WHEREAS, the appointed monitor will carry out the roles and responsibilities set forth in Chapter 18 of the Laws of 2020 in accordance with this Agreement; and

WHEREAS, pursuant to Chapter 18 of the Laws of 2020, the reasonable and necessary expenses incurred by the monitor while performing his or her official duties shall be paid by the District; and

WHEREAS, the District and Mr. Chase are entering into this Agreement at the direction of the Commissioner to describe the duties and responsibilities of the monitor and to provide for compensation;

IT IS HEREBY AGREED THAT:

1. Mr. Chase will provide monitor services to the District under the terms and conditions of this Agreements.
2. The term of this appointment shall be for the period May 1, 2020 through June 30, 2025 unless sooner terminated as provided herein. Upon satisf2 Tf1 0 000912 0 612 792 reW*hBT/5I mvTJETQIJETC

- 1) The Board in consultation with the monitor shall adopt a conflict of interest policy that complies with all existing applicable laws

- p) Provide semi-annual reports to the Commissioner, Regents, the Governor, the Temporary President of the Senate, and the Speaker of the Assembly on the fiscal and operational status of the District. Such reports shall include all the contracts the District entered into throughout the year;
- q) Work with the District's shared decision-making committee as defined in 8 NYCRR Part 100.11, in developing the financial plan, District goals, implementation of district priorities and budgetary recommendations; and
- r) Assist in resolving any disputes and conflicts, including but not limited to, those between the Superintendent and the Board and among members of the Board;

4. The monitor shall have the following powers of a monitor appointed by the Wyandanch

UFSD:

- e) The monitor shall be provided access to any necessary documents and records of the district including access to electronic information systems, databases and planning documents, consistent with all applicable State and federal statutes including, but not limited to, the federal Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g) and New York State Education Law §2-d;
- f) The monitor shall have the authority to disapprove travel outside the State paid for by the District;
- g) The monitor may recommend, and the Board shall consider by vote of a resolution at the next

The monitor's designated address may be changed at any time upon provision of a new address to the Business Official, provided, however, that any notices mailed before the date of receipt of the new address shall be deemed mailed to the proper address.

11. This Agreement may also be terminated by mutual agreement of the Commissioner, District and monitor.

12. The parties agree that routine communications between and among the District, NYSED and the monitor may be accomplished through the use of email. The parties designate the following email addresses for communications related to the work of the monitor, which may be changed or supplemented at any time upon notice to all three:

Monitor: Albert T. Chase

100 East Melrose Street

Valley Stream, New York 11580

Wyandanchmonitor@gmail.com

District: Dr. Gina Talbert

19. This Agreement is subject to and is to be interpreted in light of Chapter 18 of the Laws of 2020, and any other applicable State or federal statute, regulation or policy.

20. No amendment, modification or waiver of any provision of this Agreement shall be effective unless approved in advance by the Commissioner and set forth in writing signed by the District and the monitor.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year noted below.

Dated: _____

Wyandanch Union Free School District
Shirley Baker
President Board of the Board of Education
of the Wyandanch Union Free School District

Dated: _____

Albert T. Chase
Monitor

Appendix A- Data Security and Privacy Plan

APPENDIX A
DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by the Contractor pursuant to this agreement

be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.

5. If personally identifiable data of students, teachers or building principals will be disclosed to the

9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.
10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.
11. Breach Notification.
 - a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
 - b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the

Appendix B- Parents Bill of Rights (Developed by NYS

and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are the rights of parents under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding m

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parent

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;

- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (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; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as 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 such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are n12 792 reW*nBT/F5 12 Tf1 0 0 1 250.88 726.78 Tm0 g0 G[(c)1.

teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for

entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))

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 syste

**Attachment To
For Contracts Involving Disclosure of Certain Personally
Identifiable Information**

Education Law §2-d, added by Ch. 56 of the Laws of 2014, requires that a Parents' Bill of

In the event the Cont

agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under §803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee. A person with an interest in matters may not be present at or participate in board deliberations or votes on the matter giving rise to such conflict, provided that nothing shall prohibit the board from requesting that the person with the conflict of interest present information as background or answer questions at a board meeting prior to the commencement of deliberations or voting relating thereto.

4. Prohibition against nepotism: No family member of a current Board member may serve on the Board pursuant to §2103(3) of the Education Law. Spouses, children, and other relatives of a Board member may be employed by the district provided, **however**, that pursuant to §3016 of the Education Law any person who is related by blood

Attachment D: Development of Financial Plan

Financial Plan

1. No later than November 1, 2020, the board of education (“board”

7. The monitor may notify the Commissioner and the board in writing using the Template provided by the Commissioner in Attachment D-4 when he or she deems the district is violating an element of the financial plan. Prior to notifying the Commissioner of a violation of the financial plan, the monitor shall notify in writing the board and superintendent of schools or chief school officer not fewer than 10 business days prior to submission that the monitor plans to submit a notice of violation to the Commissioner.

(a) The monitor shall give the notified parties at least five business days from the receipt of the notice violation to respond in writing to such notice and the monitor shall consider any response received before submitting the notice of violation to the Commissioner.

(b) If the monitor determines that the violation places at risk the health or welfare of the school's students or staff or to ensure that the district complies with the Education Law or Commissioner's regulations, the monitor may waive the required notification period but shall, within 24 hours or as soon as practicable thereafter, inform the board, and the superintendent of the notice of violation taken and provide them with an opportunity to respond.

(c) The monitor shall provide the Commissioner with an electronic copy of all correspondence upon its issuance related to supersession.

Within twenty calendar days, the Commissioner shall determine whether the district is in violation of any of the elements of the financial plan highlighted by the monitor and shall order the district to comply immediately with the plan and remedy any such violation. The school district shall suspend all actions related to the potential violation of the financial plan until the Commissioner issues a determination.

Attachment D-3: Financial Plan Submission o

Attachment D-4: Submission of Areas of Violation of Financial Plan

Chapter 18 of the Laws of 2020 requires the board of education and the monitor of the Wyandanch Union Free School District to develop a financial plan for the District. Where the monitor deems the District is in violation of any element of the financial plan, the monitor may notify the Commissioner and the board of such violation. Such violation shall be detailed below. Attach additional documentation as needed.

1. ***Provide the element(s) and specific citation(s) from the plan that have been violated and how they were violated:***

2. ***Provide evidence that such violations occurred:***

Attachment E: Fiscal and Operational Oversight

outside the State and to have such travel paid for by the district shall submit a request to the monitor detailing the travel destination and the reason for such travel. The monitor shall consider, when approving or disapproving such travel, whether such travel is necessary and the cost to the district.

5. The monitor shall work with the district's shared decision-making committee as defined in 8 NYCRR 100.11 in developing the financial plan, district goals, implementation of district priorities and budgetary recommendations.
6. The monitor shall assist in resolving any disputes and conflicts, including but not limited to, those between the superintendent and the board of education and among the members of the board of education.
7. The monitor may recommend, and the board shall consider by vote of a resolution at the next scheduled meeting of the board, cost saving measures including, but not limited to, shared service agreements.