

Attachment A: Draft Independent Monitor Contract

AGREEMENT FOR SERVICE OF INDEPENDENT MONITOR

WHEREAS, Pursuant to Education Law §305(2), the Commissioner of Education of the State of New York (“Commissioner”) has the responsibility of supervising all schools and institutions that are subject to the provisions of the Education Law, or any statute relating to education and is required to advise and guide the school officers of all districts and cities of the State in relation to their duties and the general management of the schools under their control; and

WHEREAS, Pursuant to Education Law §308, the Commissioner has the power and duty to institute proceedings or processes necessary to properly enforce and give effect to any provision of the Education Law or any statute relating to the school system of the State or to any school district and to enforce any rule or direction of the Board of Regents (“Regents”); and

WHEREAS, Pursuant to Education Law §215, the Regents, the Commissioner, or their representatives may visit, examine into and inspect any institution in the University of the State of New York (“USNY”) and any school or institution under the educational supervision of the State, and may require, as often as desired, duly verified reports providing such information and in such form as the Regents or the Commissioner shall prescribe; and

WHEREAS, Chapter 19 of the Laws of 2020 provides for the appointment of a monitor to the Hempstead Union Free School District (“Hempstead UFSD” or “the District”) by the Commissioner to provide oversight, guidance and technical assistance related to the educational and fiscal policies, practices, programs and decisions of the District, the Board of Education, and the Superintendent of Schools of the District (“Superintendent”); and

WHEREAS, because the District is under significant educational and fiscal stress and continues to require assistance in making progress towards corrective action, the Commissioner, by

letter dated June 4, 2020 appointed William H. Johnson as the monitor for the Hempstead UFSD in accordance with Chapter 19 of the Laws of 2020; and

WHEREAS, the appointed monitor will carry out the roles and responsibilities set forth in Chapter 19 of the Laws of 2020 in accordance with this Agreement; and

WHEREAS, pursuant to Chapter 19 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 Dr. Johnson 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. Dr. Johnson 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 July 1, 2020 through June 30, 2025 unless sooner terminated as provided herein. Upon satisfactory evaluation of the monitor's performance of the goals and objectives of Chapter 19 of the Laws of 2020, and subject to the needs of the District and approval of the Commissioner, the monitor's appointment may be extended for one or more additional one-year terms.
3. The monitor shall perform the following duties, responsibilities of a monitor appointed to the Hempstead UFSD:
 - k) Provide oversight, guidance and technical assistance related to the educational and fiscal policies, practices and decisions of the District, the Board of the Education ("the Board") and the Superintendent;
 - l) Serve as a non-voting ex-officio member of the Board, and as such, attend all District Board of Education meetings, including executive and emergency sessions;

- m) The Board in in consultation with the monitor shall adopt a conflict of interest policy that complies with all existing applicable laws, rules, and regulations that ensures its board members and administrators act in the District's best interest and comply with applicable legal requirements;
- n) Schedule three public hearings to be held within sixty days of his or her appointment, which shall allow public comment from the District's residents, students, employees, parents, board members, and administration. The subject matter of such hearings shall be consistent with section 5 of Chapter 19 of the Laws of 2020

9. The monitor will report to the New York State Education Department's ("NYSED's") Deputy Commissioner for P-12 Instruction, or other NYSED staff as designated by the Commissioner.

10. The parties recognize that, upon appointment of the monitor, the District shall ensure that the monitor shall be subject to a criminal history and fingerprint check, in accordance with §100.17(d)(2)(vi) of the Commissioner's regulations. If the result of the check are unsatisfactory, upon approval of the Commissioner, this Agreement shall be terminated upon written notice to the monitor, effective upon personal delivery, or upon the mailing of such notice by first class mail, return receipt requested, to the address provided by the monitor to the District's Business Official upon execution of this Agreement. This Agreement shall be terminated upon such written notice from NYSED if the appointment of the monitor by the Commissioner is terminated for any reason. 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 and the District.

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: wjohnso6@optonline.net

District:

NYSED: Commissioner@nysed.gov

17. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and any dispute regarding the Agreement must be brought in a court of appropriate jurisdiction in New York State.

18. The failure of any party at any time to require the performance by any other party of any of the terms or provisions of this Agreement shall not affect the right thereafter to enforce the same, and shall not constitute a waiver by any party of a breach of any of the terms or provisions of this Agreement or be construed as a waiver of any succeeding breach.

19. This Agreement is subject to and is to be interpreted in light of Chapter 19 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.

21. This Agreement may be executed in one or more copies, and each such duplicate of this Agreement will be deemed an original thereof.

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

Appendix A- Data Security and Privacy Plan

APPENDIX A
DATA SECURITY AND PRIVACY PLAN

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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 n1an1a n1ai

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Ed

- (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 or 1(c)-S1Tf1e0 G[(15q0.00000912 0 612 792 reW*BT/F5

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

ATTACHMENT

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible student")

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 system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))

To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))

To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))

To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))

To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))

To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))

Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

In the event the Contractor engages a Subcontractor or otherwise shares Student Data or

Attachment B: Draft Conflict of Interest Policy

SCHOOL DISTRICT OFFICER AND EMPLOYEE CODE OF ETHICS

All members of the Board of Education and administration of the school district must at all times act in the school district's best interest. The Board of Education is committed to avoidin

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. or

4. Prohibition against nepotism: No family member of a current Board me

Attachment D: Development of Financial Plan

Financial Plan

1. No later than November 1, 2020, the board of education ("Board") and the monitor shall develop a proposed financial plan for the 2020-21 school year and the four subsequent school years. The financial plan shall ensure that annual aggregate operating expenses shall not exceed annual aggregate operating revenues for such school year and that the major operating funds of the District be balanced in accordance with generally accepted accounting principles. The financial plan shall include statements of all estimated revenues, expenditures, and cash flow projections of the District. The financial plan should also clearly identify all debts and liabilities of the District and the payment schedule for such debts and liabilities and should indicate how such debts and liabilities are projected to affect f000009/F6 12 Tf1 0 0 1 44

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 District shall suspend all actions related to the potential violation of the financial plan until the Commissioner issues a determination.

**Attachment D-2: Financial Plan Areas of Disagreement and Moni
Amendments**

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Chapter 19 of the Laws of 2020 requires the Board of Education (Board) and the
monitor of the Hempstead Union Free School District ("District") to develop a financial plan
for the District. Where the Board and the monitor disagree on a

**Attachment D-3: Financial Plan Submission of Areas of Disagreement and Monitor
Proposed Amendments**

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

Chapter 19 of the Laws of 2020 requires the board of education (“Board”) and the monitor of the Hempstead Union Free School District (“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:***

3. Detail how the District was informed of the violation(s) and was given the opportunity to correct such violation(s) prior to the submission of this form.

A large, empty rectangular box with a thin black border, intended for the user to provide detailed information regarding the violation and the opportunity for correction.

Attachment E:

7. The monitor may notify the Commissioner and the Board in writing using the Template provided by the Commissioner in Attachment E-4 when he or she deems the District is violating an element of the academic improvement plan. Prior to notifying the Commissioner of a violation of the academic improvement 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

Attachment E-3: Academic Improvement Plan Submission of Areas of Disagreement and Monitor

Chapter 19 of the Laws of 2020 requires the board of education (“Board”) and the monitor of the Hempstead Union Free School District (“District”) to develop an academic improvement plan for the District. Where the Board and the monitor do not agree on all the elements of the proposed academic improvement plan, the Board must conduct a public hearing on the proposed plan that details the elements of disagreement between the monitor and the Board, including documented justification for such disagreements and any requested amendments from the monitor. After considering the input of the community, the Board may alter the proposed academic improvement plan and the monitor may alter his or her requested amendments. The monitor shall submit this form outlining the elements of disagreement between the monitor and the Board, the monitor’s requested amendments to the plan, and justifications for such disagreements and amendments to the Commissioner no later than December 1, 2020. The monitor shall also submit with this form the proposed academic improvement plan and additional documentation as needed.

1. Describe the elements of disagreement and justifications for disagreements on the proposed academic improvement plan.

Please reference the specific provision(s) in the academic improvement plan about which there is a disagreement. Include as appropriate page numbers and specific text that is in disagreement.

2. Describe the monitor’s requested amendments to the proposed academic improvement plan and justification for such amendments.

Please detail the specific provision(s) of the proposed financial plan the monitor requests to amend. Include the specific text in the plan that will be inserted into the plan and any text that will be replaced or modified.

Attachment E-4: Submission of Areas of Violation of Academic Improvement Plan

Chapter 19 of the Laws of 2020 requires the board of education (

- 3. Detail how the District was informed of the violation(s) and was given the opportunity to correct such violation(s) prior to the submission of this form.**

A large, empty rectangular box with a thin black border, intended for the user to provide detailed information regarding the violation and the opportunity for correction.

Attachment F: Fiscal and Operational Oversight

1. Commencing with the 2021-2022 school year, the board of education (

4. The monitor shall have the authority to disapprove travel outside the State paid for by the District. Any employee or Board member of the District seeking to travel 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