

**DRAFT**

**BOARD AGENDA  
BUSINESS MEETING**

Wednesday, February 12, 2025  
7:00 PM In the School Cafeteria

CV-S Central School  
Cherry Valley, NY

**I. OPENING OF MEETING**

A. QUORUM CHECK

B. CALL TO ORDER

C. PLEDGE OF ALLEGIANCE

D. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration, Board Committee Reports, and Mrs. Schecter - Sr. Trip

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. SUPERINTENDENT'S REPORT

H. RECOGNITION OF VISITORS

**II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL**

**III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-2-2025 through RESOLUTION 15-2-2025**

A. RESOLUTION 1-2-2025  
APPROVAL OF MINUTES – January 15, 2025

B. RESOLUTION 2-2-2025  
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – January 2025

C. FINANCIAL  
RESOLUTION 3-2-2025  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does approve the following budget transfer:  
From A2110490 \$13300 To A2259490 \$13300

D. OTSEGO COUNTY DEPARTMENT OF SOCIAL SERVICES  
RESOLUTION 4-2-2025  
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the agreement with the Otsego County Department of Social Services as per ATTACHMENT III D.

**E. SCHOOL CALENDAR**

**RESOLUTION 5-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby adopt the school calendar for the 2025- 2026 school year as per Attachment III E.

**F. RISK OPERATIONS CENTER**

**RESOLUTION 6-2-205**

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the "ROC");

"WHEREAS, the Board of Education of the Cherry Valley-Springfield CSD, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2024-2025 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;"

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Board of Education of the Cherry Valley-Springfield CSD authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

BE IT FURTHER RESOLVED, the Cherry Valley-Springfield CSD Board of Education grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

**G. PERSONNEL**

**RESOLUTION 7-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, approves the Memorandum of Agreement appointing Diane Kroon to teach a class one period a day for the second semester of the 2024-2025 school year.

**RESOLUTION 8-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Stephanie Weaver, who is certified as a Level III Teaching Assistant, on tenure as a Licensed Teaching Assistant effective March 21, 2025.

**RESOLUTION 9-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the employment agreement with Gary Wannamaker, the School Social Worker, from July 1, 2025 through June 30, 2028.

**RESOLUTION 10-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept Katelyn Pasternak's resignation from her full time teacher aide position for the 2024-2025 school year effective February 3, 2025.

**RESOLUTION 11-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept Lauren Dunckel's resignation from her part time teacher aide position for the 2024-2025 school year so she is able to be appointed to a full time teacher aide position for the 2024-2025 school year effective February 10, 2025

**RESOLUTION 12-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Katelyn Pasternake to a part time teacher aide position for the 2024-2025 school year effective February 10, 2025

**RESOLUTION 13-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Matthew Coria to a position as a Building Maintenance Mechanic for a probationary period effective February 3, 2025 through August 3, 2025.

**RESOLUTION 14-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as Instructional Support Staff Substitutes for the 2024-2025 school year: JoAnn Fralick                      Olivia Jicha

**RESOLUTION 15-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as an Instructional Substitute for the 2024-2025 school year:                      JoAnn Fralick

**IV. NEW BUSINESS**

**A. POLICY REVIEW**

**RESOLUTION 16-2-2025**

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby conduct a first reading of Policies, Regulation and Exhibit 0111 Sexual Harassment Grievances Under Title IX (policy and exhibit), 1120-R School District Records Regulation, 2245 Ex Officio Student Member of the Board, and 8113 Extreme Heat Condition Days.

**V. OLD BUSINESS**

**VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL**

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)
- Review recommendations made by the Committee on Preschool Special Education and the Committee on Special Education

**VII. ADJOURNMENT**



## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA"), is entered into on January 1, 2025, by and between **OTSEGO COUNTY**, a political subdivision of the State of New York, with offices at 197 Main Street, Cooperstown, New York, 13326 ("County"), and **CHERRY VALLEY SPRINGFIELD CENTRAL SCHOOL**, with offices at 597 County Highway 54 Cherry Valley, NY 13320, ("Business Associate").

WHEREAS County and Business Associate are parties to one or more agreements pursuant to which Business Associate has agreed to provide certain services on County's behalf ("Agreement"); and

WHEREAS County and Business Associate desire to execute this BAA to comply with the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 including the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (collectively "HIPAA"), that are applicable to business associates, along with any guidance and/or regulations issued to date by the Department of Health and Human Services ("DHHS"); and

WHEREAS, County and Business Associate desire to incorporate into this BAA any regulations issued with respect to HIPAA that relate to the obligations of business associates, and Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of HIPAA.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

### 1. **Definitions.**

1. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this Business Associate Agreement, County's Protected Health Information encompasses County's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in HIPAA.

### 2. **Privacy of Protected Health Information.**

- a. **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on County's behalf or receives from County (or another business associate of County) and to request Protected Health Information on County's behalf (collectively, "County's Protected Health Information") only as follows:
  - i. *Functions and Activities on County's Behalf.* To perform functions, activities, services, and operations on behalf of County, consistent with the Privacy Rule and

the HITECH Act, as specified in the Agreement.

- ii. **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of County's Protected Health Information, either:
  - A. The disclosure is Required by Law; or
  - B. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or entity to which Business Associate will disclose County's Protected Health Information that the person or entity will:
    - Hold County's Protected Health Information in confidence and use or further disclose County's Protected Health Information only for the purpose for which Business Associate disclosed County's Protected Health Information to the person or entity or as Required by Law; and
    - Promptly notify Business Associate (who will in turn notify County in accordance with Section 4(a) of this BAA) of any instance of which the person or entity becomes aware in which the confidentiality of County's Protected Health Information was breached.
- b. **Minimum Necessary and Limited Data Set.** Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of County's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:
  - i. Disclosure to or request by a health care provider for Treatment;
  - ii. Use for or disclosure to an individual who is the subject of County's Protected Health Information, or that individual's personal representative;
  - iii. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of County's Protected Health Information to be used or disclosed, or by that individual's personal representative;
  - iv. Disclosure to DHHS in accordance with Section 5(a) of this BAA;
  - v. Use or disclosure that is Required by Law; or
  - vi. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose County's Protected Health Information, except as permitted or required by this BAA or in writing by County or as Required by Law. This BAA does not authorize Business Associate to use or disclose County's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by the County, except as set forth in Section 1 (a)(ii) of this BAA.
- d. **Information Safeguards.**
  - i. **Privacy of County's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of County's Protected Health Information. The safeguards must reasonably protect County's Protected Health Information from any intentional or unintentional use or disclosure in violation of

the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

- ii. **Security of County's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on County's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by HIPAA. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by HIPAA.

- e. **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Business Associate Agreement or in writing by County to disclose County's Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to County's Protected Health Information that are applicable to Business Associate under this BAA.

3. **Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of County for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

4. **Individual Rights.**

- a. **Access.** Business Associate will, within 10 calendar days following County's request, make available to County or, at County's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of County's Protected Health Information about the individual that is in Business Associate's custody or control, so that County may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable under HIPAA. Business Associate shall make such information available in an electronic format where directed by County.
- b. **Amendment.** Business Associate will, upon receipt of written notice from County, promptly amend or permit County access to amend any portion of County's Protected Health Information, so that County may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
  - i. **Disclosures Subject to Accounting.** Business Associate will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of

County's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to County or to a third party.

- ii. *Disclosures Not Subject to Accounting.* Business Associate will not be obligated to record Disclosure Information or otherwise account for the following disclosures of County's Protected Health Information:
  - A. That occurred before April 14, 2003;
  - B. For Treatment, Payment or Health Care Operations activities (except where such recording or accounting is required by HIPAA, and as of the effective dates for this provision of HIPAA);
  - C. To an individual who is the subject of County's Protected Health Information disclosed, or to that individual's personal representative;
  - D. Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of County's Protected Health Information disclosed, or by that individual's personal representative;
  - E. For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of County's Protected Health Information disclosed and for disaster relief;
  - F. To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
  - G. For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
  - H. In a Limited Data Set;
    - I. Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Business Associate Agreement; and
    - J. Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- iii. *Disclosure Information.* With respect to any disclosure by Business Associate of County's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
  - A. *Availability of Disclosure Information.* Unless otherwise provided under HIPAA, Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to County within 10 days following County's request for such Disclosure Information to comply with an individual's request for disclosure accounting. In addition, where Business Associate is contacted directly by an individual based on information provided to the individual by County and where so required by HIPAA and/or any accompanying regulations, Business Associate shall make such Disclosure Information available directly to the individual.
  - B. *Disclosure Information Generally.* Except for repetitive disclosures of County's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of County's Protected Health Information

disclosed, and (iv) a brief statement of the purpose of the disclosure.

Business Associate further shall provide any additional information to the extent required by HIPAA and any accompanying regulations.

- C. *Disclosure Information for Repetitive Disclosures.* For repetitive disclosures of County's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including County), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
- D. *Disclosure Information for Large Research Activities.* For disclosures of County's Protected Health Information that Business Associate makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that Business Associate must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of County's Protected Health Information disclosed for the Research, (iv) the dates or periods during which Business Associate made or may have made these disclosures, including the date of the last disclosure that Business Associate made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom Business Associate made these disclosures, and (vi) a statement that County's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity.

- d. **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that County makes that either (i) restricts use or disclosure of County's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about County's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that County notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. County will promptly notify Business Associate in writing of the termination or alteration of any such restriction agreement or confidential communication requirement.

## 5. **Privacy Breach and Security Incidents.**

### a. **Reporting.**

- i. *Privacy Breach.* Business Associate will report to County any use or disclosure of County's Protected Health Information not permitted by this Business Associate Agreement or in writing by County. In addition, Business Associate will report, following discovery and without unreasonable delay, but in no event later than 48 hours following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by HIPAA and any implementing regulations. This obligation to report shall include any unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that

such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2).

Business Associate shall cooperate with County in investigating the Breach and in meeting the County's obligations under HIPAA and any other security breach notification laws.

- ii. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to County's Privacy Officer not more than 5 business days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:
  - A. Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
  - B. Identify County's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
  - C. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
  - D. Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
  - E. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
  - F. Provide such other information, including a written report, as County may reasonably request.
- iii. *Security Incidents.* Business Associate will report to County any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of County's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such security incident resulted in a disclosure of County's Protected Health Information not permitted by this Business Associate Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

**b. Term and Termination of Agreement**

- i. *Term.* This BAA shall be coterminous with the Agreement.
- ii. *Right to Terminate for Breach.* County may terminate the Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this BAA and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within a reasonable period of time established at the discretion of the County not to exceed 30 days without the express, written consent of the County. County may exercise this right to terminate the Agreement by providing Business Associate written notice of termination, stating the failure to cure the breach of this BAA that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination. If for any reason County determines that Business Associate has breached the terms of this BAA and such breach has not been cured, but County determines that termination of the Agreement is not feasible, County may report such breach to the U.S. Department of Health and Human Services.

iii. Business Associate may terminate the Agreement if it determines, after reasonable consultation with County, that County has breached any material provision of this BAA and upon written notice to County of the breach, County fails to cure the breach within 30 days after receipt of the notice or such additional period of time as the parties mutually agree. Business Associate may exercise this right to terminate the Agreement by providing County written notice of termination, stating the failure to cure the breach of this BAA that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determines that County has breached the terms of this BAA and such breach has not been cured, but Business Associate and County mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.

iv. *Obligations on Termination.*

- A. Return or Destruction of County's Protected Health Information as Feasible. Upon termination or other conclusion of the Agreement, Business Associate will, if feasible, return to County or destroy all of County's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of County's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed County's Protected Health Information as permitted by Section 1(e) of this BAA, to, if feasible, return to Business Associate (so that Business Associate may return it to County) or destroy all of County's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of County's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of the Agreement.
- B. Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of County's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this BAA, that cannot feasibly be returned to County or destroyed and explain why return or destruction is infeasible. Where County agrees that such return or destruction is infeasible, Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If County does not agree, subparagraph A above shall apply. Business Associate will, by its written contract with any subcontractor or agent to which Business Associate discloses County's Protected Health Information as permitted by Section 1(e) of this BAA, require such subcontractor or agent to limit its further use or disclosure of County's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60

days following the effective date of the termination or other conclusion of the Agreement.

C. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of County's Protected Health Information as specified in this BAA will be continuous and survive termination or other conclusion of the Agreement and this BAA.

D. **Other Obligations and Rights.** Business Associate's other obligations and rights and County's obligations and rights upon termination or other conclusion of the Agreement will be those specified in the Agreement.

c. **Defense and Indemnification.** Business Associate will defend, indemnify and hold harmless County and any County department, affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs as well as notification and credit monitoring costs, arising out of or in connection with any non-permitted use or disclosure of County's Protected Health Information or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control.

- i. *Right to Tender or Undertake Defense.* If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of County's Protected Health Information or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control, County will have the option at any time either (A) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Business Associate's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- ii. *Right to Control Resolution.* County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify County under this Section 4(c).
- iii. *Survival.* The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

## 6. **General Provisions.**

- a. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of County's Protected Health Information available to County and to DHHS to determine County's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.
- b. **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of County's Protected Health Information or Standard Transactions, the Agreement and this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation. Any other amendment or waiver of this BAA shall require a separate writing executed by the parties that expressly modifies or waives a specific provision(s)

of, this BAA.

- c. **Compliance.** To the extent that the Business Associate is to carry out a covered entity's obligation under HIPAA, the Business Associate shall comply with the requirements applicable to carrying out the obligation.
7. **Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.
8. **No Third Party Beneficiaries.** County and Business Associate agree that there are no intended third party beneficiaries under, or other parties to, this BAA.
9. **Governing Law; Jurisdiction; Venue.** This BAA will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Business Associate Agreement will be brought in a court of competent jurisdiction venued in the County of Otsego, State of New York.
10. **Miscellaneous.**
  - a. **Amendment.** County and Business Associate agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
  - b. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

IN WITNESS WHEREOF, the County and Business Associate have executed this BAA.

**DIGITAL SIGNATURE PAGE**

County Attorney-  
County Attorney

Digitally signed by County Attorney-  
County Attorney  
Date: 2025.01.13 09:57:18 EST  
Reason: County Attorney approval  
Location: Cooperstown, NY 13326

# Cherry Valley-Springfield Central School 2025-2026 SCHOOL YEAR

SEPTEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## HOLIDAYS & CONFERENCE DAYS

September 1	Labor Day
September 2 & 3	Conference Days
September 4	Classes Begin
October 10	Conference Day
October 13	Columbus Day
November 11	Veterans Day
November 26-28	Thanksgiving Recess
December 4	Conference Day
Dec. 22-Jan. 2	Holiday Recess
January 19	M.L. King Jr. Day
February 16	President's Day
February 17	Lunar New Year
February 17-20	Winter Recess
March 13	Conference Day
March 27	Early Dismissal (11:45)
April 3-10	Spring Recess
May 25	Memorial Day
June 19	Juneteenth
June 26	Last Day of School

FEBRUARY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

## DAYS IN SESSION

SEPTEMBER	21
OCTOBER	22
NOVEMBER	16
DECEMBER	15
JANUARY	19
FEBRUARY	15
MARCH	22
APRIL	16
MAY	20
JUNE	19
<b>TOTAL</b>	<b>185</b>

## TESTING DATES

January 20-23	Regents Exams
April 6 - May 15	ELA/Math Tests Grades 3-8/ Science Tests Grades 5/8
June 9-10, 17-18, 22-25	Regents Exams
June 26	Rating Day

Note: Four emergency days are built into calendar.

- = Vacation or Holiday
- = Early Dismissal
- = Conference Day
- = Regents/State Exams

Board of Ed. Approval:



Subject: Policy Update -  
NYSSBA Policy Update Service 2024-2025

Second Installment – January 2025

Dear Policy Update members,

We are including the following policies with this Second Installment of the Policy Update Service for the 2024-2025 service year:

**0111, Sexual Harassment Grievances Under Title IX** (policy and exhibit) (policy required, exhibit optional, update required)

Pursuant to a recent court decision vacating the 2024 federal regulations implementing Title IX, schools are now subject to the federal regulations that went into effect in 2020. We are provided this sample policy that includes a grievance procedure reflecting the 2020 regulations. This policy and exhibit are meant to replace our prior policy 0111, regulation 0111-R, and exhibit 0111-E.

**1120-R, School District Records Regulation** (regulation required, update recommended)

Because the current state retention schedule LGS-1 now covers all types of municipalities, it no longer serves as an appropriate subject matter list, which must be compiled under the Freedom of Information Law.

**2245, Ex Officio Student Member of the Board** (policy required, update required)

We have updated our sample policy to reflect new requirements regarding ex officio student board members, which takes effect July 1, 2025, for all union free school districts (that operate a high school), central, central high school, BOCES, small city, and large city school districts. In order to allow time to choose and implement a selection method prior to July 1, we are offering this policy now. We are providing a clean copy of this policy, and one showing the changes to our prior sample policy.

**8113, Extreme Heat Condition Days** (new policy required)

We have provided this sample policy to help districts meet the requirements of new Education Law §409-n. The law goes into effect September 1, but to comply with the law may take advance planning,

*CV-5 does not  
currently have.*

so we are providing our sample policy now to give districts time to implement it.

We look forward to serving you during this year!

Sincerely, your NYSSBA Policy Team

Jessica Goldstein, Deputy Director of Policy Services

Courtney Sanik, Senior Policy Consultant

Mary Williams-Noi, Policy and Equity Consultant

Stephanie Combs, Policy Consultant

Shazi Siddiqui, Operations Services Coordinator

Cross References

0111 - SEXUAL HARASSMENT GRIEVANCES UNDER TITLE IX

1120-R - SCHOOL DISTRICT RECORDS REGULATION

2245 - EX OFFICIO STUDENT MEMBER OF THE BOARD

2245 - EX OFFICIO STUDENT MEMBER OF THE BOARD (clean copy)

8113 - EXTREME HEAT CONDITION DAYS

0111-E - SEXUAL HARASSMENT GRIEVANCES UNDER TITLE IX EXHIBIT - DEFINITIONS

# SEXUAL HARASSMENT GRIEVANCES UNDER TITLE IX

## **(X) Required**

Local

Notice

*NOTE: Federal Title IX regulations that went into effect 8/1/2024 were vacated by a court case decided in January 2025. The federal Title IX regulations in effect as of 8/14/2020 are now back in effect. This sample policy reflects the requirements under the 2020 regulations for a grievance procedure for allegations of sexual harassment.*

*The 2020 Title IX regulations do not protect against discrimination or harassment on the basis of gender identity or expression. However, NY state laws protect students and employees in this area.*

Under federal regulations implementing Title IX, sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Federal Title IX regulations only address complaints of discrimination or harassment occurring against a person in the United States.

If contacted by a person alleging sexual harassment under Title IX, the Title IX Coordinator will explain the process for filing a formal complaint, which initiates an investigation into the Title IX sexual harassment allegations.

If any district employee is notified of alleged sexual harassment, they must inform the Title IX Coordinator.

Complaints of discrimination on the basis of sex under federal Title IX regulations are addressed in the manner provided by policy 0100, Non-Discrimination and Equal Opportunity. If alleged discrimination or sexual harassment is not covered by Title IX regulations, it may be covered by state laws, addressed in district policies 0100, Non-Discrimination and Equal Opportunity; 0110.2, Sexual Harassment in the Workplace; 0115, Student Harassment and Bullying Prevention and Intervention; and 5300, Code of Conduct.

## **Supportive Measures**

Once the district has notice of sexual harassment or allegations of sexual harassment, the Title IX Coordinator will promptly contact the complainant of sexual harassment under Title IX and discuss the availability of supportive measures regardless of whether the complainant chooses to file a formal

complaint under Title IX or not. Potential supportive measures offered to both complainants and respondents include:

- Counseling,
- Extensions of deadlines or other course-related adjustments,
- Modifications of work or class schedules,
- Campus escort services,
- Mutual restrictions on contact between the parties,
- Changes in work locations,
- Leaves of absence,
- Increased security and monitoring of certain areas.

The Title IX coordinator will discuss and determine the complainant's wishes with respect to supportive measures.

### **Formal Complaints**

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against an individual and requesting that the district investigate the allegation of sexual harassment under Title IX. The formal complaint must be a written document but need not be in any specific form. At the time a formal complaint is filed, the complainant must be participating or attempting to participate in the district's education program or activity.

The formal complaint investigation and process will only be triggered when the complainant files a formal complaint of sexual harassment under Title IX.

*NOTE: The district can use the "clear and convincing evidence" standard (a higher standard of proof) rather than the "preponderance of the evidence" standard, but must use the same standard for all formal complaints, whether against students or employees. This sample policy is drafted using the preponderance of the evidence standard.*

The district will investigate the complaint and make determinations regarding a complaint's allegations using a preponderance of evidence standard.

The Title IX Coordinator, investigator, decision-maker or facilitator of an informal resolution process, if applicable, must not have a conflict of interest or bias for or against complainants or respondents. All individuals with conflicts of interest or bias must recuse themselves.

*NOTE: Federal Title IX regulations permit the Title IX Coordinator to be the same person as the investigator. However, decision-makers cannot be the same person as the Title IX Coordinator or the investigator.*

The roles of Title IX Coordinator, investigator, and decision-maker will be held by different persons.

### **District Responsibilities**

Throughout the Title IX process the district will, among other things:

- Treat complainants and respondents equitably.
- Perform an objective evaluation of all available evidence.
- Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Ensure that no information protected by a legal privilege such as the attorney-client privilege may be used for any purpose or be sought through disclosure unless the person holding the privilege has waived such privilege.

### **Timeframes**

*NOTE: The district's grievance procedure must describe reasonably prompt timeframes (§106.45(b)(1)(v)). We suggest working with your school attorney to establish timeframes that are reasonably prompt. Here is some suggested language as a starting point:*

- *Written notice of a formal complaint to known parties will be given approximately \_\_\_ calendar days following receipt of a complaint.*
- *Investigations of complaints will begin approximately \_\_\_ calendar days following receipt of a complaint.*
- *Determinations will be made approximately \_\_\_ calendar days following starting an investigation.*
- *Informal resolution will begin approximately \_\_\_ calendar days following acceptance of both parties in writing, and will conclude in approximately \_\_\_ calendar days.*

The district has established reasonably prompt approximate time frames for the conclusion of the grievance process **include if appropriate:** and informal resolution process,] unless delayed or extended. The time frames for appeals are set forth in the section below on Appeals.

*NOTE: The district must describe the process to allow for the reasonable extension of timeframes (§106.45(b)(1)(v)). We suggest working with your school attorney to establish a process for time extensions, but suggest the second two bullets as a starting point. The language on good cause comes from the federal regulations.*

The district has also established a process that allows for a temporary delay or limited extension of timeframes for good cause with notice to the parties that includes the reason for the delay.

- Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- The Title IX Coordinator will evaluate the request for an extension of timeframes and make a prompt determination to either extend the timeframes, or take or recommend other action to be able to meet the timeframes.
- If an extension is granted, the Title IX Coordinator will notify the parties in writing of the reason(s) for the delay, and the estimated date the stages in the timeframe will be complete.

## **Notice**

Upon receipt of a formal complaint of sexual harassment under Title IX, the district will provide written notice to the complainant and respondent(s) in sufficient time to allow the parties who are known to prepare a response before an initial interview.

The notice to the complainant and respondent will include, among other items:

- Information regarding the grievance process and the informal resolution process.
- The conduct allegedly constituting sexual harassment under Title IX, and if known, the identities of the parties involved in the incident, as well as the date and location of the alleged incident.
- A statement that the respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Notification that the parties may inspect and review evidence.
- Policies regarding knowingly making false statements or submitting false information during the grievance process.
- Notification that after commencing an investigation of a formal complaint, the district may decide to also investigate allegations that were not included in the initial notice to the parties. In that case, the district will provide notice of the additional allegations to the parties.

## **[Optional section: Informal Resolution**

*NOTE: The Title IX regulations (34 CFR §106.45(b)(9)) permit districts to offer an informal resolution process. This section summarizes the requirements if the district does offer it.*

In lieu of resolving a formal complaint through the district's Title IX grievance procedures, at any time prior to reaching a determination of responsibility, the parties may instead elect to participate in a district-facilitated informal resolution process such as mediation, which does not involve a full investigation and determination. The district will obtain the parties' voluntary written consent to the informal resolution process. Informal resolution is not available to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

The district will provide the parties with a written notice of:

- The allegations.
- The requirements of the informal resolution process.
- That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the formal complaint grievance process.
- Any consequences that result from participation in informal resolution, including records that will be maintained or could be shared.

### **Investigations**

Upon receipt of a formal complaint of sexual harassment under Title IX, the Title IX Coordinator will assign an investigator. The assigned harassment investigator will:

- Gather additional information through interviews of the complainant, respondent, and witnesses and synthesize the information in a report.
- The investigator has the discretion to determine the relevance of any witness or other evidence and may exclude information in preparing the investigation report if the information is irrelevant, immaterial, or more prejudicial than informative.
- Produce a written report that contains the relevant information and facts learned during the investigation, and may include direct observations and reasonable inferences drawn from the facts and any consistencies or inconsistencies between the various sources of information. The investigator may exclude statements of personal opinion by witnesses and statements as to general reputation for any character trait, including honesty. The investigator will not make a finding or recommended finding of responsibility. The investigator's report will include credibility assessments based on their experience with the complainant, respondent, and witnesses, as well as the evidence provided.
- The investigator's written report will be provided to both parties and their representatives, if any.

During the formal complaints process, the parties will have an equal opportunity to:

- Present witnesses and to gather and present relevant evidence.
- Have others present during any grievance proceeding, including the representative of their choice who may be, but is not required to be, an attorney.
- Inspect and review all evidence obtained as part of the investigation that is directly related to the allegations in the complaint, and respond to the evidence prior to the conclusion of the investigation. Parties must be given at least ten (10) calendar days to submit a written response that the investigator will consider prior to completing the investigative report.

### **Dismissal**

The district must dismiss a formal complaint when the conduct alleged in the formal complaint of sexual harassment under Title IX:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in the district's education program or activity; or
- Did not occur against a person in the United States.

Such a dismissal does not preclude action under another provision of the district's code of conduct, or another policy adopted pursuant to state law.

The district may dismiss a formal complaint when:

- A complainant notifies the Title IX Coordinator in writing that they would like to withdraw the formal complaint or any of its allegations;
- The respondent is no longer enrolled or employed by the district; or
- Specific circumstances prevent the district from gathering enough evidence to reach a determination on the formal complaint or its allegations.

If a complaint is dismissed, the decision-maker will send written notice of the dismissal and reason(s) therefor simultaneously to the parties

## Questions

*NOTE: Under the federal Title IX regulations, elementary and secondary schools may, but are not required to, provide for a live hearing. This policy is drafted to not provide for a live hearing. Whether or not the district provides for a live hearing, the following actions are required.*

Prior to issuing a written determination, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

## Determinations

Following the question-and-answer process and upon receipt of the investigative report, the decision-maker will issue a written determination. The decision-maker's written determination will address:

- The allegations,
- The procedural steps taken in the case at hand,
- The findings of fact,
- The applicability of code of conduct and local rules to the facts, and
- The result with corresponding rationale for each addressed allegation, including a determination of responsibility, disciplinary sanctions, and whether remedies to restore or preserve access will be provided.

## Disciplinary Sanctions and Remedies

If the district determines responsibility for sexual harassment, if the decision is not appealed, or if the appeal is dismissed, the district will impose disciplinary sanctions, which may include:

*NOTE: The district must list or describe the range of disciplinary sanctions that may be imposed (§106.45(b)(1)(vi)). Some examples are provided below as a starting point:*

- *Student respondents: consequences may include warning, reprimand, detention, in-school suspension, and suspension from school, to be imposed consistent with the district's Code of Conduct and applicable law;*
- *Employee respondents: consequences may include warning, reprimand, mandatory counseling, re-assignment, demotion, suspension, and termination, to be imposed consistent with all applicable contractual and statutory rights;*
- *Volunteer respondents: consequences may include warning, reprimand, loss of volunteer assignments, and removal from future volunteer opportunities; and*

- *Vendor respondents: consequences may include warning, removal from school property, denial of future access to school property, and denial of future business with the district.*
- *Other individuals: consequences may include warning, removal from school property, and denial of future access to school property.*

The Title IX Coordinator will facilitate the transfer of information and determinations from the Title IX complaint process to the appropriate administrator, to aid in the imposition of disciplinary consequences.

The district may also provide or facilitate remedies, which may include:

*NOTE: The district must list or describe the range of remedies that the district may provide (§106.45(b)(1)(vi)). Some examples are provided below as a starting point:*

- *Training of entire departments, classes, or groups;*
- *Peer support groups;*
- *Letters of apology;*
- *Separation of the parties;*
- *Additional supervision or mentoring for the respondent; and*
- *Restitution and restoration.*

## **Appeals**

*NOTE: The following section reflects the requirements of 34 CFR 106.45(8), except the time frames are suggested.*

Following a decision-maker's written determination, either party may appeal the written determination or dismissal of the complaint.

An appeal must be submitted to the Title IX Coordinator within seven (7) calendar days of receipt of the determination or dismissal (as applicable) and must identify all information a party wishes to have considered on appeal. Any appeal statement will be shared with the other party, who will have two (2) calendar days to submit a response to the Title IX Coordinator. The appeal and any response will be considered by a decision-maker other than the decision-maker who issued the determination or dismissal that is being appealed.

Grounds for an appeal are limited to the following:

- Procedural irregularity that affected the outcome of the matter; and/or
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or
- The Title IX Coordinator, investigator(s), or any decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; and/or
- The sanction is inappropriate.

A decision responding to the written appeal will be issued to the parties and the Title IX Coordinator within thirty (30) calendar days.

### Cross-ref:

0100, Non-Discrimination and Equal Opportunity

0110.2, Sexual Harassment in the Workplace

0115, Student Harassment and Bullying Prevention and Intervention

5300, Code of Conduct

### Ref:

20 USC §§1681 et seq.

34 CFR Part 106

Adoption date:

Adoption Date: **January 29, 2025**

## SEXUAL HARASSMENT GRIEVANCES UNDER TITLE IX EXHIBIT - DEFINITIONS

Definitions of the following terms are based on the federal regulations implementing Title IX (34 CFR Part 106):

*Complainant* means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

*Formal complaint* means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

*Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

*Retaliation* means intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by title IX or this part, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under Title IX regulations.

*Sexual harassment* means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

*Supportive measures* means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.

Adoption date:

Adoption Date: **January 29, 2025**



## SCHOOL DISTRICT RECORDS REGULATION

*NEW NOTE: We suggest modifying this regulation regarding the district's subject matter list. See section VI. Listing of Records.*

*NOTE: This regulation contains details to implement the district's requirements under the Freedom of Information Law. This regulation should be adopted by the Board, even if the Board does not usually adopt regulations. This regulation also addresses the restriction on the release of certain information under Education Law §2-d and 8 NYCRR Part 121.*

The following comprises the rules and regulations relating to the inspection and production of school district records:

### I. Designation of Officers

1. The Records Access Officer will be **[insert appropriate title for the person who handles FOIL requests for the school district]**, who will:

*NOTE: The second bullet addresses the role of the Record Access Officer and Record Management Officer in ensuring protection of sensitive district information. These duties are not explicitly listed in Arts and Cultural Affairs Law 57.19 and Commissioner's Regulations 185.2 (for the Records Management Officer) and State Regulations on the Committee on Open Government 21 NYCRR 1401.2 (for the Records Access Officer), but are consistent with a district's duty to protect sensitive and confidential information.*

- receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted;
- ensure that district information that is not permitted to be released is not released (see section IV. Records Exempted from Public Access, below); and
- compile and maintain a detailed current list by subject matter, of all records in the possession of the Board, whether or not available to the public.

*NOTE: We suggest that the Records Management Officer have a role in maintaining information security.*

2. The Superintendent of Schools, with the Board's approval, will designate a Records Management Officer for the district. The Records Management Officer will develop and oversee a program for the orderly and efficient management of district records, including maintenance of information security as it pertains to release of district records. The Records Management Officer will ensure proper documentation of the destruction of records, in accordance with the schedule.

### II. Definition of Records

1. A record is defined as any information kept, held, filed, produced or reproduced by, with or for the district in any physical form whatsoever, including but not limited to reports, statements, examinations, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or disks, rules, regulations or codes.

2. The Records Access Officer will have the responsibility for compiling and maintaining the following records:
  - a. a record of the final vote of each member of the Board on any proceeding or matter on which the member votes;
  - b. a record setting forth the name, school or office address, title and salary of every officer or employee of the district; and
  - c. a reasonably detailed current list by subject matter of all records in possession of the district, whether or not available for public inspection and copying.
3. No record for which there is a pending request for access may be destroyed. However, nothing in these regulations will require the district to prepare any record not possessed or maintained by it except the records specified in II(2), above.

### III. Access to Records

*NOTE: Item 2 reflects the requirements of Public Officers Law §87(1)(b) and (c). Items 4 through 8 reflect the requirements of Public Officers Law §89*

1. Time and place records may be inspected: Records may be requested from, and inspected or copied at, the Office of the Records Access Officer, at \_\_\_\_\_ during the hours of \_\_\_\_\_ on any business day on which the district offices are open. Records may also be requested via e-mail at the following address: \_\_\_\_\_. **Optional sentence:** This information will be posted on the district's website.
2. Fees: The fee for documents up to 9 x 14 inches is 25 cents per page. For documents larger than 9 x 14 inches, tape or cassette records, computer printouts, or other records, the cost will be based on the actual cost of reproduction or program utilized. Fees are subject to periodic review and change. However, no fee will be charged for records sent via e-mail, the search for or inspection of records, certification of documents, or copies of documents which have been printed or reproduced for distribution to the public. No fee will be charged if an identical record has been prepared within the past six (6) months and an electronic copy is available, except for the actual cost of a storage device if one is provided in complying with the request. The number of such copies given to any one organization or individual may be limited, in the discretion of the Records Access Officer. In determining the actual cost of reproducing a record, the district may only include: (1) the hourly salary of the lowest paid employee with the necessary skill required to prepare a copy of the record, but only where at least two hours is required, (2) the actual cost of any storage devices or media provided in complying with the request, and (3) the actual cost to the district of engaging an outside service needed to prepare a copy of the record if the district's equipment is not able to prepare a copy. The district will inform the person making the request of the estimated cost, if more than two hours of employee time would be needed, or if it would be necessary to retain an outside service.
3. Procedures: Requests to inspect or secure copies of records must be submitted in writing, either in person, by mail or via e-mail, to the Records Access Officer. [Forms are provided (1120-E.1-2) for written and e-mail requests, but are not required.]
4. All requests for information will be responded to within five business days of receipt of the request. If the request cannot be fulfilled within five business days, the Records Access Officer will acknowledge receipt of the request and provide the approximate date when the request will be granted or denied.
5. If a request cannot be granted within 20 business days from the date of acknowledgement of the request, the district must state in writing both the reason the request cannot be granted within 20 business days, and a date certain within a reasonable period when it will be granted depending on the circumstances of the request.
6. Denial of Access: When a request for access to a public record is denied, the Records Access Officer will indicate in writing the reasons for such denial, and the right to appeal.
7. Appeal: An applicant denied access to a public record may file an appeal by delivering a copy of the request and a copy of the denial to the Superintendent within 30 days after the denial from which such appeal is taken.
8. The applicant and the New York State Committee on Open Government will be informed of the Superintendent's determination in writing within 10 business days of receipt of an appeal. The Superintendent will transmit to the Committee on Open Government photocopies of all appeals and determinations.

#### IV. Records Exempted from Public Access

*NOTE: The list below reflects the exemptions of Public Officers Law §87(2)(d) and (e).*

The provisions of this regulation relating to information available for public inspection and copying do not apply to records that:

1. are specifically exempted from disclosure by state and/or federal statute;
2. if disclosed would constitute an unwarranted invasion of personal privacy;
3. if disclosed would impair present or imminent contract awards or collective bargaining negotiations;
4. are trade secrets, or are submitted to the Board by a commercial enterprise (e.g., a for-profit business entity) and which if disclosed would cause substantial injury to the competitive position of that enterprise;
5. are compiled for law enforcement purposes and which, if disclosed, would:
  - a. interfere with law enforcement investigations or judicial proceedings (except that if the district is not conducting the investigation, it must receive confirmation from the agency conducting the investigation that disclosure would interfere with an ongoing investigation);
  - b. deprive a person of a right to a fair trial or impartial adjudication;
  - c. identify a confidential source or disclose confidential techniques or procedures, except routine techniques or procedures; or
  - d. reveal criminal investigative techniques or procedures, except routine techniques and procedures;
6. which if disclosed would endanger the life or safety of any person;
7. which are interagency or intra-agency communications, except to the extent that such materials consist of:
  - a. statistical or factual tabulations or data;
  - b. instructions to staff which affect the public;
  - c. final Board policy determinations; or
  - d. external audits, including but not limited to audits performed by the comptroller and the federal government;
8. which are examination questions or answers that are requested prior to the final administration of such questions;
9. which if disclosed would jeopardize the district's capacity to guarantee the security of its information technology assets (which encompasses both the system and the infrastructure).

#### V. Prevention of Unwarranted Invasion of Privacy

To prevent an unwarranted invasion of personal privacy, the Records Access Officer may delete identifying details when records are made available. An unwarranted invasion of personal privacy includes but is not limited to:

1. disclosure of confidential personal matters reported to the Board which are not relevant or essential to the ordinary work of the Board;
2. disclosure of employment, medical or credit histories or personal references of applicants for employment, unless the applicant has provided a written release permitting such disclosures;
3. sale or release of lists of names and addresses in the possession of the Board if such lists would be used for private, commercial or fund-raising purposes;
4. disclosure of information of a personal nature when disclosure would result in economic or personal hardship to the subject party and such records are not relevant or essential to the ordinary work of the Board; or
5. disclosure of items involving the medical or personal records of a client or patient in a hospital or medical facility.

Unless otherwise deniable, disclosure is not construed to constitute an unwarranted invasion of privacy when identifying details are deleted, when the person to whom records pertain consents

in writing to disclosure, or when upon presenting reasonable proof of identity, a person seeks access to records pertaining to themself.

*NOTE: The following paragraph reflects the provisions of Education Law §2-d and its regulations 8 NYCRR Part 121*

Additionally, even if a release of information would be permitted under the state's Freedom of Information Law (FOIL), the district will not use or disclose any student or staff personally identifiable information (PII) unless it benefits students and the district, in conformance with state Education Law §2-d ("§2-d") and state regulations 8 NYCRR Part 121 ("Part 121"). Releases that "benefit students and the district" include:

- improving academic achievement,
- empowering parents and students with information, and
- and/or advancing efficient and effective school operations.

PII for student data is defined in federal regulations 34 CFR §99.3, and PII for teacher and principal data is defined in state Education Law §3012-c(10). The Superintendent, the district's Data Protection Officer, and the district's attorney, if necessary, will assist in determining whether complying with a FOIL request can be done in conformance with §2-d and Part 121.

#### VI. Listing of Records

*NEW NOTE: In light of the adoption of Schedule LGS-1 (replacing ED-1), utilizing that schedule (which covers all types of local government) as the district's subject matter list is much less useful. The Committee on Open Government has opined that "the subject matter list need not consist of an index or list of every record maintained by an agency; rather, it must consist of a categorization of the kinds of records maintained by an agency." However, Schedule LGS-1 may be helpful in creating the categories of the district's subject matter list. The underlined text below also reflects provisions of state regulations 8 NYCRR 1401.6 regarding the level of detail and annual updating.*

Pursuant to Section 87(3)(c) of the Public Officers Law, the ~~current records retention schedule for school districts, published by the Commissioner of Education, serves as the~~ district will maintain a reasonably detailed list by subject matter of all records in the possession of the school district, whether or not available under the law. The subject matter list will be detailed enough to allow the category of the information sought to be identified. The district will update the subject matter list annually, and conspicuously show the most recent date on the list. The Superintendent or designee, in consultation with the Records Management Officer, will develop and disseminate department-specific guidance so that staff can implement this policy and regulation.

#### VII. Litigation-Hold

The Superintendent will designate a "discovery" team, comprised of the school attorney, [insert appropriate title for the director of information systems for the school district], the Records Access and Records Management Officer and other personnel as needed. The discovery team will convene in the event that litigation is commenced to plan to respond to the request for records. The Superintendent, with assistance from the [director of information systems], will ensure that measures are put in place to preserve applicable records.

Adoption date:

Adoption Date: **January 29, 2025**

## EX OFFICIO STUDENT MEMBER OF THE BOARD (clean copy)

- Required  
 Local  
 Notice

*NOTE: State law now requires all BOCES, and union free (operating a high school), central, central high school, small city, and large city school districts to designate at least one, and in some cases more than one, ex officio student member of the Board. The law takes effect July 1, 2025. The law also was amended to revise the eligibility requirements and selection process for the ex officio student member of the Board. We have revised our sample policy to reflect the requirements of the law. Your district might not have adopted this policy previously if you did not have an ex officio student member, so a clean copy of this policy is provided as well as one showing the changes. While the law does not specifically require the adoption of a policy, it does require Boards to establish a process. This process should be set in writing, therefore we consider this policy required. It is up to each school board to set the role and responsibilities expected of student ex officio board members. This is a good opportunity to use the position to teach civic responsibility and allow for student voice to be represented. The ex officio student member could be assigned to be a conduit of information between the student body and the Board. The law does not cover every aspect of ex officio student members of the Board, so we urge Boards to discuss this with your attorney. If prior to August 5, 2003, your school district had a policy that allowed for a student ex officio Board member, that policy may remain in effect for the selection process.*

The Board of Education believes that it is important to include students' voices in its deliberations. Pursuant to law, the Board will designate at least one ex officio student member of the Board for the purpose of providing regular and direct communication between the Board and the student body.

Good faith actions, mutual respect, and cooperative effort of all parties are essential to a positive and meaningful partnership and bringing about meaningful changes. to the Board believes that an ex officio student member will:

1. provide students with an opportunity to express their voices, take ownership of their education, and impact Board decisions;
2. provide for the Board and students a vehicle through which they may exchange information and learn from one another;
3. provide an opportunity for students to gain experience with governance and leadership;
4. broaden the base of information available to those ultimately responsible for educational decision making; and
5. develop an environment that encourages inclusion, understanding, trust, and respect.

*NOTE: Transportation to and from board meetings may be a significant barrier for students to participate. The district can discuss options to assist students in this area.*

### Position of Ex Officio Student Member of the Board

*NOTE: School districts must have at least one ex officio student member of the Board. BOCES with ten or fewer component districts must have at least one student member, BOCES with eleven to*

*twenty component districts must have at least two student members, and BOCES with more than twenty component districts must have at least three student members.*

*Training of ex officio student Board members is not addressed in the law, but we believe it is good practice to provide student Board members with information and materials to understand their role and responsibilities.*

*Because ex officio student Board members are not required for quorum, we believe the Board could permit such members to participate remotely. We also believe the Board could allow student members to leave meetings early.*

As required by law, the Board will have at least one ex officio student member. Ex officio student member(s) will be entitled to sit with Board members at all public meetings and hearings, participate in other Board activities and responsibilities at the discretion of the Board, **optional language:** and may participate in training opportunities at the discretion of the Board,] but will not be required to participate in mandatory training for elected or appointed Board members. Ex officio student members may request to participate in meetings remotely, and may be excused to leave meetings early, upon the approval of the Board President.

*NOTE: The law specifies that the ex officio student member is not entitled to vote, attend executive sessions or other meetings/hearings that are not open to the public, or receive compensation. The rest of the below paragraph consists of the logical extension of those prohibitions to clarify the role and limitations of the position.*

Ex officio student member(s) will NOT: be allowed to vote; be allowed to attend executive sessions or other meetings/hearings not open to the public; or be entitled to receive compensation of any form for participating at Board meeting. Neither will they have the authority to call a special and/or emergency meeting of the Board; be considered a "member" of the Board for the purpose of establishing a quorum for conducting business; or be allowed to see or discuss documents or information regarding individual district personnel, collective bargaining negotiations, individual student records, or any other confidential matters.

*NOTE: Because the new law takes effect July 1, 2025, it is reasonable to establish the term of office to begin on July 1 in 2025 and in subsequent years. Understanding that students may not be available during the summer, the Board should discuss with its attorney whether to excuse participation during the summer months.*

Ex officio student member(s) will serve for a term of one (1) year, commencing on July 1 and ending on the succeeding June 30. [**Optional sentence:** Attendance at Board meetings is optional for the ex officio student member during July and August.]

*NOTE: While not required, the following list outlines expectations of ex officio student Board members with an eye toward civic learning, representational democracy, and student engagement.*

Specifically, ex officio student members of the Board are expected to:

1. Bring a student perspective to the Board's discussions;
2. Bring student concerns to the Board's attention;
3. Represent the student body on the Board;
4. Report back to the student body on the Board's actions; and
5. Solicit input from students on matters impacting the district, at the direction of the Board.

### **Qualifications and Selection of the Ex Officio Student Member of the Board**

*NOTE: The legal qualifications for students in union free, central, central high school, small city school districts, and BOCES are described below. The law for large city school districts does not list specific student qualifications, but the Board could apply the same qualifications. There are no requirements for when the selection process must take place, but if the term year begins July 1, the selection process would have to take place during the previous school year. A paragraph pertaining to filling vacancies is under the last subheading.*

**[For component districts only:** Ex officio student member(s) must have attended high school in the district for at least one year prior to selection.] **[For BOCES only:** Ex officio student members must be students who have attended a high school within their component district for at least one year and who participate in a program administered by the BOCES.] The selection process will take place at the end of the school year preceding the next term.

*NOTE: The district must establish a process for selecting a student member in accordance with Education Law. If, prior to August 5, 2003, the Board had a policy that allowed for a student ex officio Board member, that policy may remain in effect for the selection process. However, if the Board did not have such a policy, it must establish a process for selecting a student member in accordance with Education Law.*

*The law provides for several options for union free, central, central high school, and small city school districts. We have included these options below for the Board's consideration. Please review and select the appropriate option for the district.*

*The law does not specify a particular selection process for large city school districts, just that the Board of Education must establish a process for designating at least one student as ex officio member. The Board is free to choose one of the methods available for other types of school districts, or establish something that works for the district.*

*If your district's selection process is anything other than the student president of the high school, you could have a specific procedure to address solicitation of interested candidates, how to conduct elections (including whether to permit incoming 9th graders to vote), or other considerations, those can be included here. We encourage school boards to cast as wide a net as possible, and not unduly restrict student participation, particularly if the Board chooses options 4 through 6 above.*

*Alternates are not specifically provided for in law, but as districts must select at least one ex officio student member, having an alternate is a possibility.*

**[For component districts only:** The ex officio student Board member will be **(select one of the following:** (1) the student president of the high school; (2) duly elected by the student body; (3) selected by the high school student government; (4) selected by the high school principal; (5) selected by the Superintendent of Schools; or (6) selected by a majority vote of the Board of Education.) **[Optional language:** An alternate ex officio student Board member will be [insert selection method]:\_\_\_\_\_.]

*NOTE: Each BOCES must establish a process for determining which component district or districts shall select the ex officio student members each school year, which must provide for fair representation among the component districts. A rotational schedule is one way to do this. The BOCES must also establish a process by which component districts select the ex officio student member(s). Alternates are not specifically provided for in law, but as BOCES must select at least one (or more) ex officio student member, having an alternate is a possibility. The law does not specify how the student may or must be selected. Sample language is provided below to be similar to component school districts.*

**[For BOCES only:** Student ex officio member(s) of the Board will be selected by the applicable component district(s) according to a rotational schedule. The student(s) will be: **(select one of the following or develop a different process:** (1) elected by students participating in BOCES programs from that component district; (2) selected by a high school principal of the component district; (3) selected by the component district's Superintendent; (4) selected by a majority vote of the component district's Board of Education.) **[Optional language:** An alternate ex officio student Board member will be [insert selection method]:\_\_\_\_\_.] The rotational schedule for the component district(s) to select a student ex officio member of the Board is as follows: **[insert the process for representation among the component districts** \_\_\_\_\_.]

**Optional language if the student ex officio member is NOT the student president of the high school:** All qualified students interested in serving as ex officio student member are encouraged to apply in the manner established by the administration. The district will advertise the position of ex officio student member of the Board to high school students, as well as the method of applying for the position, well in advance of the deadline for doing so. The High School Principal will verify that the students meet the requirements outlined in this policy.]

**[For component districts with more than one high school:] Fair High School Representation**

*NOTE: For union free, central, central high school, and small city school districts with more than one high school, the selection process must provide for fair representation among the high schools. Rotating high schools every year could be a workable solution. Alternatively, the district could have an ex officio student member from each high school, and either all attend meetings or they take turns attending meetings. There is no such requirement for large city school districts or BOCES, but the Board could decide to rotate representation from among its high schools.*

The selection process will allow for fair representation among the district's high schools, with a student from each high school represented on a rotating basis. Specifically, **[insert the district's process for fair representation among the high schools]** \_\_\_\_\_.

**Additional Provisions**

*NOTE: The following paragraphs are optional and provided for the Board's consideration. While the law does not provide for removal of the ex officio student member, school boards have the power under Education Law section 1709(18) and 2502(8) to remove one of their members or declare the office vacant. We believe it is reasonable to hold the ex officio student member to the same standards, as well as permit them to resign. However, as this is not addressed in the law, you may wish to discuss this with your attorney.*

The ex officio student member represents the student body, and acts as an example for the students of the district. Such students are expected to abide by all applicable Board policies including the student Code of Conduct. Violations may result in removal from the position as determined by the Board. Ex officio student members may resign in writing to the District Clerk. The Board may also declare the seat vacant if the ex officio student member fails to attend three consecutive Board meetings without sufficient excuse.

*NOTE: The issue of vacancy is not addressed in the law, so we suggest the following paragraph to address that possibility.*

If there is a vacancy due to resignation or removal, and there is no alternate, the Board will decide if there is enough time to select another student as ex officio student member in accordance with this policy, and if there is not, will leave the position vacant until the next term begins.

The Superintendent or designee is responsible for arranging for an orientation and training program for the ex officio student member. The Superintendent will establish procedures for the ex officio student member with the Board of Education if necessary to implement this policy.

**Ref:**

Education Law §§1702(3); 1709; 1804(12); 1901(2); 1950(2-c); 2109; 2502(10); 2552; 2553(1-a), (11)

Adoption date:

Adoption Date: **January 29, 2025**

## EX OFFICIO STUDENT MEMBER OF THE BOARD

- ( ) Required  
**(X) Local**  
(X) Notice

*NOTE: State law now requires all BOCES, and union free (operating a high school), central, central high school, small city, and large city school districts to designate at least one, and in some cases more than one, ex officio student member of the Board. The law takes effect July 1, 2025. The law also was amended to revise the eligibility requirements and selection process for the ex officio student member of the Board. We have revised our sample policy to reflect the requirements of the law. Your district might not have adopted this policy previously if you did not have an ex officio student member, so a clean copy of this policy is provided as well as one showing the changes. While the law does not specifically require the adoption of a policy, it does require Boards to establish a process. This process should be set in writing, therefore we consider this policy required.*

*It is up to each school board to set the role and responsibilities expected of student ex officio board members. This is a good opportunity to use the position to teach civic responsibility and allow for student voice to be represented. The ex officio student member could be assigned to be a conduit of information between the student body and the Board.*

*The law does not cover every aspect of ex officio student members of the Board, so we urge Boards to discuss this with your attorney.*

*If prior to August 5, 2003, your school district had a policy that allowed for a student ex officio Board member, that policy may remain in effect for the selection process.*

The Board of Education believes that it is important to include students' voices in its deliberations. Pursuant to law, the Board, therefore, supports the appointment of an will designate at least one ex officio student member to of the Board for the purpose of providing regular and direct communication between the Board and the student body.

Good faith actions, mutual respect, and cooperative effort of all parties are essential to a positive and meaningful partnership and bringing about meaningful changes. to the Board believes that an ex officio student member will:

1. provide students with an opportunity to express their voices, take ownership of their education, and impact Board decisions;
2. provide for the Board and students a vehicle through which they may exchange information and learn from one another;
3. provide an opportunity for ~~a student~~ students to gain experience with governance and leadership;
4. broaden the base of information available to those ultimately responsible for educational decision making; and
5. develop an environment that encourages inclusion, understanding, trust, and respect.

*NEW NOTE: Transportation to and from board meetings may be a significant barrier for students to participate. The district can discuss options to assist students in this area.*

### *Establishment of Position of Ex Officio Student Member of the Board*

*NEW NOTE: School districts must have at least one ex officio student member of the Board. BOCES with ten or fewer component districts must have at least one student member, BOCES with eleven to*

twenty component districts must have at least two student members, and BOCES with more than twenty component districts must have at least three student members.

Training of ex officio student Board members is not addressed in the law, but we believe it is good practice to provide student Board members with information and materials to understand their role and responsibilities.

Because ex officio student Board members are not required for quorum, we believe the Board could permit such members to participate remotely. We also believe the Board could allow student members to leave meetings early.

As submitted by the Board and approved by the district voters on \_\_\_\_\_ (insert date) required by law, the Board will have an at least one ex officio student member. ~~The ex~~ Ex officio student member(s) will be entitled to sit with Board members at all public meetings of the Board and hearings, participate in all Board public hearings and meetings other Board activities and responsibilities at the discretion of the Board, **optional language**: and may participate in training opportunities at the discretion of the Board,] but will not be required to participate in mandatory training for elected or appointed Board members. Ex officio student members may request to participate in meetings remotely, and may be excused to leave meetings early, upon the approval of the Board President.

*REVISED NOTE: The law specifies that the ex officio student member is not entitled to vote, attend executive sessions or other meetings/hearings that are not open to the public, or receive compensation. The rest of the below paragraph consists of the logical extension of those prohibitions to clarify the role and limitations of the position.*

~~The ex~~ Ex officio student member(s) will NOT: be allowed to vote; be allowed to attend executive sessions or other meetings/hearings not open to the public; or be entitled to receive compensation of any form for participating at Board meeting. Neither will they have the authority to call a special and/or emergency meeting of the Board; be considered a "member" of the Board for the purpose of establishing a quorum for conducting business; or be allowed to see or discuss documents or information regarding individual district personnel, collective bargaining negotiations, individual student records, or any other confidential matters.

*REVISED NOTE: Because the new law takes effect July 1, 2025, it is reasonable to establish the term of office to begin on July 1 in 2025 and in subsequent years. Understanding that students may not be available during the summer, the Board should discuss with its attorney whether to excuse participation during the summer months.*

~~The ex~~ Ex officio student member(s) will serve for a term of one (1) year, commencing on July 1 and ending on the succeeding June 30 ~~{or modify as appropriate}~~. [Optional sentence: Attendance at Board meetings will not be expected is optional for the ex officio student member during July and August.]

*NOTE: While not required, the following list outlines expectations of ex officio student Board members with an eye toward civic learning, representational democracy, and student engagement.*

Specifically, ex officio student members of the Board are expected to:

1. Bring a student perspective to the Board's discussions;
2. Bring student concerns to the Board's attention;
3. Represent the student body on the Board;
4. Report back to the student body on the Board's actions; and
5. Solicit input from students on matters impacting the district, at the direction of the Board.

#### *Qualifications and Selection of the Ex Officio Student Member of the Board*

*REVISED NOTE: The legal qualifications for students in union free, central, central high school, small city school districts, and BOCES are described below. The law for large city school districts does not list specific student qualifications, but the Board could apply the same qualifications. There are no requirements for when the selection process must take place, but if the term year begins July 1, the*

selection process would have to take place during the previous school year. A paragraph pertaining to filling vacancies is under the last subheading.

**[For component districts only:** The ~~ex~~ Ex officio student member(s) must be a senior at the high school and will have attended such high school in the district for at least ~~two years~~ one year prior to selection.] **[For BOCES only:** Ex officio student members must be students who have attended a high school within their component district for at least one year and who participate in a program administered by the BOCES.] The selection process will take place at the end of the school year preceding the next term. All ~~qualified students interested in being the ex-officio student member~~ should contact the Building Principal ~~or insert appropriate title.~~

*REVISED NOTE: The district must establish a process for selecting a student member in accordance with Education Law. If, prior to August 5, 2003, the Board had a policy that allowed for a student ex officio Board member, that policy may remain in effect for the selection process. However, if the Board did not have such a policy, it must establish a process for selecting a student member in accordance with Education Law.*

*The law provides for several options for union free, central, central high school, and small city school districts. We have included these options below for the Board's consideration. Please review and select the appropriate option for the district.*

*The law does not specify a particular selection process for large city school districts, just that the Board of Education must establish a process for designating at least one student as ex officio member. The Board is free to choose one of the methods available for other types of school districts, or establish something that works for the district.*

*If your district's selection process is anything other than the student president of the high school, you could have a specific procedure to address solicitation of interested candidates, how to conduct elections (including whether to permit incoming 9th graders to vote), or other considerations, those can be included here. We encourage school boards to cast as wide a net as possible, and not unduly restrict student participation, particularly if the Board chooses options 4 through 6 above. Alternates are not specifically provided for in law, but as districts must select at least one ex officio student member, having an alternate is a possibility.*

The High School Principal will verify that any student interested in the position meets the requirements outlined in this policy. **[For component districts only:** The ex officio student Board member will be **(select one of the following:** (1) the student president of the high school; (2) duly elected by the student body; (3) selected by the high school student government; ~~(3)~~(4) selected by the high school principal; ~~(4)~~(5) selected by the Superintendent of Schools; or ~~(5)~~(6) selected by a majority vote of the Board of Education.] **[Optional language:** An alternate ex officio student Board member will be [insert selection method]: \_\_\_\_\_.]

*NEW NOTE: Each BOCES must establish a process for determining which component district or districts shall select the ex officio student members each school year, which must provide for fair representation among the component districts. A rotational schedule is one way to do this. The BOCES must also establish a process by which component districts select the ex officio student member(s). Alternates are not specifically provided for in law, but as BOCES must select at least one (or more) ex officio student member, having an alternate is a possibility. The law does not specify how the student may or must be selected. Sample language is provided below to be similar to component school districts.*

**[For BOCES only:** Student ex officio member(s) of the Board will be selected by the applicable component district(s) according to a rotational schedule. The student(s) will be: **(select one of the following or develop a different process:** (1) elected by students participating in BOCES programs from that component district; (2) selected by a high school principal of the component district; (3) selected by the component district's Superintendent; (4) selected by a majority vote of the component district's Board of Education.)] **[Optional language:** An alternate ex officio student Board member will be [insert selection method]: \_\_\_\_\_.] The rotational schedule for the component district(s) to select a student ex officio member of the Board is as follows: [insert the process for representation among the component districts] \_\_\_\_\_.]

**[Optional language if the student ex officio member is NOT the student president of the high school:** All qualified students interested in serving as ex officio student member are encouraged to apply in the manner established by the administration. The district will advertise the position of ex officio student member of the Board to high school students, as well as the method of applying for the position, well in advance of the deadline for doing so. The High School Principal will verify that the students meet the requirements outlined in this policy.]

*[For component districts with more than one high school:] Fair High School Representation*

*REVISED NOTE: For union free, central, central high school, and small city school districts with more than one high school, the selection process must provide for fair representation among the high schools. Rotating high schools every year could be a workable solution. Alternatively, the district could have an ex officio student member from each high school, and either all attend meetings or they take turns attending meetings. There is no such requirement for large city school districts or BOCES, but the Board could decide to rotate representation from among its high schools.*

The selection process will allow for fair representation among the district's high schools, with a student from each high school represented on a rotating basis. Specifically, ***[insert the district's process for fair representation among the high schools]*** \_\_\_\_\_.

#### *Additional Provisions*

*REVISED NOTE: The following paragraphs are optional and provided for the Board's consideration. While the law does not provide for removal of the ex officio student member, school boards have the power under Education Law section 1709(18) and 2502(8) to remove one of their members or declare the office vacant. We believe it is reasonable to hold the ex officio student member to the same standards, as well as permit them to resign. However, as this is not addressed in the law, you may wish to discuss this with your attorney.*

The ex officio student member represents the student body, and acts as an example for the students of the district. Such students are expected to abide by all applicable Board policies including the student Code of Conduct. Violations may result in removal from the position as determined by the Board. Ex officio student members may resign in writing to the District Clerk. The Board may also declare the seat vacant if the ex officio student member fails to attend three consecutive Board meetings without sufficient excuse.

*NEW NOTE: The issue of vacancy is not addressed in the law, so we suggest the following paragraph to address that possibility.*

If there is a vacancy due to resignation or removal, and there is no alternate, the Board will decide if there is enough time to select another student as ex officio student member in accordance with this policy, and if there is not, will leave the position vacant until the next term begins.

The Superintendent or designee is responsible for arranging for an orientation and training program for the ex officio student member. The Superintendent will establish procedures for the ex officio student member with the Board of Education if necessary to implement this policy.

~~At two-year intervals from the date last offered to the voters, if the Board determines that it wishes to discontinue the ex officio student board member position, it may submit that as a proposition to the voters on the same date as the annual district election and budget vote.~~

#### Ref:

Education Law §§1702(3), (3-a); 1709; 1804(12), (12-a); 1901(2), (3); 1950(2-c); 2109; 2502(8), (10), (10-a); 2552; 2553(1-a), (11)

Adoption date:

Adoption Date: **January 29, 2025**

## EXTREME HEAT CONDITION DAYS

### **(X) Required**

- (x) Local
- (x) Notice

*NOTE: Education Law §409-n requires district to adopt a policy addressing student and employee health and safety on days of high heat, including specific actions. The law takes effect 9/1/25. We encourage you to consult with your school attorney in implementing this law.*

As required by Education Law section 409-n, the Board of Education adopts this policy to address the health and safety of students and employees on extreme heat condition days. "Extreme heat condition days" are defined by law as when occupiable educational and support services spaces are eighty-two degrees Fahrenheit or higher. Under the law, "support services spaces" do not include kitchen areas used in the preparation of food for consumption by students. The law requires room temperature to be measured at a shaded location, three feet above the floor near the center of the room.

*NOTE: The following paragraph is optional. We understand that not every educational and support service space has the capacity and equipment for air conditioning, and that it can be prohibitively expensive to retrofit buildings to add air conditioning.*

Air conditioners, where available, may also be used to keep temperatures from reaching eighty-two degrees, or to lower the temperature once it does. Evaporative cooling techniques may be feasible in some situations.

### **Actions to be Taken at Eighty-Two Degrees**

*NOTE: The following paragraph reflects the requirements of Education Law §409-n. The law does not address the requirements of building and fire codes (e.g., turning off lights and pulling down shades might conflict with minimum illumination levels; door hold-open devices must automatically release upon activation of the fire alarm). We recommend including language that all actions be taken consistent with fire and building codes. We also suggest optional language to forego using electronic equipment to the extent practicable.*

*We understand there may be significant challenges and costs to comply with the law, such as: windows that are not designed to be opened, windows that do not have screens (which may let in insects that are dangerous to those with allergies), outdoor air quality concerns (due to industrial or wildfire pollution), security concerns and safety plans that limit opening windows and/or doors, lack of window shades, and adequate numbers of fans.*

When the temperature of an occupiable educational or support service space reaches eighty-two degrees Fahrenheit, the district will take actions to relieve heat-related discomfort (consistent with fire and building codes), including but not limited to the following:

1. Turning off the overhead lights;
2. Opening classroom doors and windows to increase circulation;
3. Pulling down shades or blinds;
4. Turning on fans;
5. Turning off unused electronics that produce heat **optional language:** , and not utilizing electronic equipment to the extent practicable]; and

## 6. Providing water breaks.

*NOTE: Education Law §409-n does not address who must take these actions. It may be most efficient for the school staff member in charge of the space (e.g., the classroom teacher for each classroom, the librarian for the library, etc.) to take the actions, but depending on the equipment and the ability of the staff person, this may differ across situations. Provisions of your collective bargaining agreements may also impact who can be required to take the actions.*

The Superintendent of Schools, Director of Facilities, and Building Principals will determine which actions to take, when to take them and in what order, and who will take them (consistent with applicable collective bargaining agreements).

*NOTE: The following paragraph is optional. It is likely that once a room's temperature reaches eighty-two degrees, the actions listed above will be less effective in managing high temperatures than if they were undertaken when the temperature was lower. The following paragraph, if adopted, would allow such actions to be taken before temperatures reach 82 degrees. The district could also alter the language to require taking actions earlier (change "may" to "will").*

On days when the outside temperature is expected to reach at least [*insert temperature, e.g.,* seventy-five] degrees, the district may take the actions listed above earlier in the day or before school starts, when the temperature is lower. The Superintendent and Director of Facilities will develop strategies to cool the district's occupiable educational and support services spaces during the day. The district will also remind students and their families to dress appropriately for the weather.

*NOTE: The following paragraph is not addressed in Education Law §409-n, but we have included it to address individuals with specific needs for air conditioning.*

This policy does not preclude air conditioning from being used pursuant to an Individualized Education Program, Section 504 Plan, or documented medical needs.

### **Actions to be Taken at Eighty-Eight Degrees**

*NOTE: Education Law §409-n requires that the policy must include a plan to remove students and staff from occupied spaces when a room is too hot to be occupied, but does not address what the district must do, may do, or may not do. An amendment to the law is expected to pass, which would add the language "when practicable" below. The amendment to the law would also remove a requirement to include such evacuation in district school safety plans. The following paragraph reflects the requirements of the law, and the numbered list items that follow are suggestions which can be modified.*

Students and staff will be removed from educational and support services spaces when the temperature reaches eighty-eight degrees Fahrenheit, when practicable. The Superintendent will direct Building Principals to evacuate the space, including but not limited to the following:

1. Move students and staff to cooler locations; or
2. Close school early and send students and staff home according to the district's early closing protocols.

*NOTE: The following paragraph is optional, and addresses a topic not covered by Education Law §409-n. School districts are able to offer remote instruction under existing state regulations during emergencies (8 NYCRR §175.5(e)), which includes "extraordinary adverse weather conditions" as a reason to close due to an emergency. "Extreme heat condition days" might count as an extraordinary adverse weather condition.*

*Closing school entirely for the day increases the possibility of not attaining 180 school days in a given year as required by Education Law §§3204 and 3604 (for purposes of state aid). Unused snow days, if available, could make up for these high heat days, if compatible with collective bargaining agreements. Education Law §3604(7) allows an exception of up to five days for "extraordinarily adverse weather conditions" and "a credible threat to student safety as reasonably determined by a lead school official," where the district cannot make up such days by using vacation days. Districts*

*should discuss with their attorney whether extreme heat condition days could count as either circumstance.*

*Another strategy, if compatible with the district's collective bargaining agreements, would be to start school earlier in the day, to complete the school day before it gets too hot.*

*The district could also consider sending students home early and continue instruction remotely, but it is likely difficult to manage that disruption to the educational process.*

On days when the outside temperature is expected to be high enough that temperatures in occupiable educational or support service spaces are likely to reach eighty-eight degrees, even with the heat mitigation measures taken, the district may hold classes remotely (in accordance with the board-approved emergency remote instruction plan) or close school entirely (in accordance with required minimum instructional time). The Superintendent is authorized to make this decision. Remote learning may be district-wide, building-level, or for groups of students and staff affected by the extreme heat conditions.

*NOTE: The following paragraph is optional regarding students taking exams. The law does not address what should occur if an exam, including a state or Regents exam, is being administered during extreme heat condition days. NYSED handbooks on administering Regents and state exams (<https://www.nysed.gov/sites/default/files/programs/state-assessment/directions-administering-regents-examinations-124.pdf> and <https://www.nysed.gov/sites/default/files/programs/state-assessment/38-sam-2022.pdf>) say that if students must be evacuated due to an emergency such as a bomb threat or fire drill, the students should be supervised and the exam should be continued if possible, extending the time for the exam.*

During exams, if the temperature reaches eighty-eight degrees in spaces where exams are being administered, students and staff will be evacuated from the exam room, and testing will resume at a time and place when it is safe to do so. On exam days when the outside temperature is expected to be high enough that the temperatures in spaces where exams are being administered are likely to reach eighty-eight degrees, even with the heat mitigation measures taken, the district will attempt to find alternate locations to administer exams.

### **Other Adjustments**

*NOTE: The following two paragraphs are optional, but are provided for the Board's consideration.*

The Board will consider actions such as planting trees, installing "green" roofs or reflective roof surfaces, purchasing shade structures, and installing air conditioning, within available resources and building capability.

The Board will consider the anticipated number of extreme heat condition days when adopting or adjusting the school calendar, consistent with collective bargaining obligations.

#### Cross-ref:

4765, Online, Distance and Remote Learning

#### Ref:

Education Law §§409-n; 2801-a

Adoption date:

Adoption Date: **January 29, 2025**

