



George Latimer
County Executive

February 24, 2023

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an act (the "Act") which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to amend an intermunicipal agreement ("IMA") with the North Salem Central School District ("District"), whereby the County agreed to assign one (1) uniformed police officer to serve as a School Resource Officer ("SRO") for the District for a five (5) year term commencing upon the opening day of school in September, 2019 and continuing through the last day of school in June, 2024 (the "IMA Term"), by assigning one (1) additional SRO to the District for the period from March 17, 2023 through June, 2023, with the District reserving an option to extend the services of the second SRO for the 2023/24 school term. The Act would further authorize the County to amend the IMA: (1) to expand the list of duties each SRO would be responsible for going forward; (2) to include a Data Privacy Plan and Parents' Bill of Rights; and (3) to require the Department to provide periodic school patrols using substitute personnel if an SRO is absent for more than three consecutive school days.

By Act No. 2019-110, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign one (1) uniformed police officer to serve as an SRO at the District's Middle/High School and at times at the District's Pequenakonck Elementary School (together the "Schools") for the IMA Term. Act No. 2019-110 further authorized the SRO assigned to the Schools to provide services on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June in accordance with the District's annual school calendar, for each year of the IMA Term. Additionally, Act No. 2019-119 set forth a list of duties the SRO would be responsible for, including, *inter alia*, investigating allegations of criminal incidents in accordance with Department policies and procedures; working to prevent juvenile delinquency through close contact and positive relationships with students; working closely with District administrators and developing and implementing classes in crime prevention, drug abuse prevention, and safety; serving as a good role model for students; and working in collaboration with the District to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the schools, as well as develop or expand crime prevention efforts for students. Act No. 2019-119 further authorized the Department, *inter alia*, to provide substitute personnel to patrol the Schools in the event the SRO was absent for more than five (5) consecutive school days.

In consideration for services rendered, the District agreed to pay the County as follows:

- (i) for the 2019/2020 School Term, a total amount of One Hundred and Forty-Nine Thousand Four Hundred Twenty-Seven (\$149,427.00) Dollars, payable in two installments of \$74,713.50 each;
- (ii) for the 2020/2021 School Term, a total amount of One Hundred and Fifty-Three Thousand Five Hundred Thirty-Six (\$153,536.00) Dollars, payable in two installments of \$76,768.00 each;
- (iii) for the 2021/2022 School Term, a total amount of One Hundred and Fifty-Seven Thousand Seven Hundred Fifty-Nine (\$157,759.00) Dollars, payable in two installments of \$78,879.50 each
- (iv) for the 2022/2023 School Term, a total amount of One Hundred and Sixty-Two Thousand Ninety-Seven (\$162,097.00) Dollars, payable in two installments of \$81,048.50 each; and
- (v) for the 2023/2024 School Term, a total amount of One Hundred and Sixty-Six Thousand Five Hundred Fifty-Five (\$166,555.00) Dollars, payable in two installments of \$83,277.50 each.

Due to rising public safety concerns, the District has requested and the Department has agreed to provide a second SRO to be permanently assigned to the District's Pequenakonck Elementary School for the period from March 17, 2023 through June, 2023. In consideration for services to be rendered by the second SRO for said period, the District has agreed to pay the County the additional sum of \$54,933.00, payable in one lump sum concurrently with the second installment payment for the 2022/2023 School Term.

The amended IMA will provide that the District, at its option, may extend the services of the second SRO for the 2023/24 school term, by giving the Department sixty (60) days prior written notice of its intention to do so. Any such option shall be on such terms and conditions as may be negotiated by the parties and be subject to the further approval of your Honorable Board.

In addition, the Act would authorize the County to amend the IMA to expand the list of duties each SRO would be responsible for going forward. These additional duties would include, *inter alia*, providing valuable resources to school staff members; fostering positive relationships with youth; helping develop strategies to resolve problems affecting youth; protecting all students so that they can reach their fullest potentials; potential threat and behavioral issue monitoring and information sharing with school officials; participating and providing guidance with school behavioral triage and threat assessment teams; assisting with school emergency management planning and multi-agency drill coordination; providing school and campus safety and security patrols, crisis intervention and response; counseling, mentoring and after hour wellness checks for at risk youth; participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects; supporting arrival and dismissal safety and traffic management; and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

The Act would further authorize the County to amend the IMA to add a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").


Lastly, the Act would require the Department to provide substitute personnel to patrol the Schools in the event an SRO is absent for more than three (3) consecutive school days, instead of five (5) consecutive school days, as was required under the original IMA.

Except as specifically amended hereby, all remaining terms and conditions of the IMA shall remain in full force and effect.

The Planning Department has advised that based on its review, the proposed amendment to the IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

I believe the proposed amendment to the IMA with the District is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,


George Latimer
County Executive

GL/TR/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to amend an intermunicipal agreement (“IMA”) with the North Salem Central School District (“District”), whereby the County agreed to assign one (1) uniformed police officer to serve as a School Resource Officer (“SRO”) for the District for a five (5) year term commencing upon the opening day of school in September, 2019 and continuing through the last day of school in June, 2024 (the “IMA Term”), by assigning one (1) additional SRO to the District for the period from March 17, 2023 through June, 2023, with the District reserving an option to extend the services of the second SRO for the 2023/24 school term. The Act would further authorize the County to amend the IMA: (1) to expand the list of duties each SRO would be responsible for going forward; (2) to include a Data Privacy Plan and Parents’ Bill of Rights; and (3) to require the Department to provide periodic school patrols using substitute personnel if an SRO is absent for more than three consecutive school days.

Your Committee is advised that by Act No. 2019-110, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign one (1) uniformed police officer to serve as an SRO at the District’s Middle/High School and at times at the District’s Pequenakonck Elementary School (the “Schools”) for the IMA Term. Act No. 2019-110 further authorized the SRO to provide services on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June in accordance with the District’s annual school calendar, for each year of the IMA Term. Your Committee is further advised that Act No. 2019-119 set forth a list of duties the SRO would be responsible for, including, *inter alia*, investigating allegations of criminal incidents in accordance with Department policies and procedures; working to prevent juvenile delinquency through close contact and positive relationships with students; working closely with District administrators and developing and implementing classes in crime prevention, drug abuse prevention, and safety; serving as a good role model for students; and working in collaboration with the District to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the schools, as well as develop or expand crime prevention efforts for students. Act No. 2019-119

further authorized the Department, *inter alia*, to provide substitute personnel to patrol the Schools in the event the SRO was absent for more than five (5) consecutive school days.

In consideration for services rendered under the IMA, the District agreed to pay the County as follows:

- (i) for the 2019/2020 School Term, a total amount of One Hundred and Forty-Nine Thousand Four Hundred Twenty-Seven (\$149,427.00) Dollars, payable in two installments of \$74,713.50 each;
- (ii) for the 2020/2021 School Term, a total amount of One Hundred and Fifty-Three Thousand Five Hundred Thirty-Six (\$153,536.00) Dollars, payable in two installments of \$76,768.00 each;
- (iii) for the 2021/2022 School Term, a total amount of One Hundred and Fifty-Seven Thousand Seven Hundred Fifty-Nine (\$157,759.00) Dollars, payable in two installments of \$78,879.50 each
- (iv) for the 2022/2023 School Term, a total amount of One Hundred and Sixty-Two Thousand Ninety-Seven (\$162,097.00) Dollars, payable in two installments of \$81,048.50 each; and
- (v) for the 2023/2024 School Term, a total amount of One Hundred and Sixty-Six Thousand Five Hundred Fifty-Five (\$166,555.00) Dollars, payable in two installments of \$83,277.50 each.

Your Committee is advised that due to rising public safety concerns, the District has requested and the Department has agreed to provide a second SRO to be permanently assigned to the District's Pequenakonck Elementary School for the period from March 17, 2023 through June, 2023. In consideration for services to be rendered by the second SRO for said period, the District has agreed to pay the County the additional sum of \$54,933.00, payable in one lump sum concurrently with the second installment payment due for the 2022/2023 School Term.

Your Committee is advised that the amended IMA will provide that the District, at its option, may elect to extend the services of the second SRO for the 2023/24 school term, by giving the Department sixty (60) days prior written notice of its intention to do so. Any such option shall be on such terms and conditions as may be negotiated by the parties and be subject to the further approval of your Honorable Board.

Your Committee is advised that the Act would further authorize the County to amend the IMA to expand the list of duties each SRO would be responsible for going forward. These additional duties would include, *inter alia*, providing valuable resources to school staff members; fostering positive relationships with youth; helping develop strategies to resolve problems affecting youth; protecting

all students so that they can reach their fullest potentials; potential threat and behavioral issue monitoring and information sharing with school officials; participating and providing guidance with school behavioral triage and threat assessment teams; assisting with school emergency management planning and multi-agency drill coordination; providing school and campus safety and security patrols, crisis intervention and response; counseling, mentoring and after hour wellness checks for at risk youth; participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects; supporting arrival and dismissal safety and traffic management; and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

Your Committee is further advised that the Act would authorize the County to amend the IMA to add a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

Lastly, the Act would require the Department to provide substitute personnel to patrol the Schools in the event an SRO was absent for more than three (3) consecutive school days, instead of five (5) consecutive school days, as was required under the original IMA.

Except as specifically amended hereby, all remaining terms and conditions of the IMA shall remain in full force and effect.

The Planning Department has advised that based on its review, the proposed amendment to the IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

jpg/10-25-22 as revised on 1-27-23

ACT NO. 2023 - _____

An ACT authorizing the County of Westchester to amend an intermunicipal agreement with the North Salem Central School District in order to: (i) assign one (1) additional School Resource Officer to the District for the period from March 17, 2023 through June, 2023, with the District reserving an option to extend the services of the second SRO for the 2023/24 school term, (ii) expand the list of duties each SRO would be responsible for going forward, (iii) include a Data Privacy Plan and Parents' Bill of Rights, and (iv) provide substitute personnel to patrol the schools in the event an SRO is absent for more than three (3) consecutive school days.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), is hereby authorized to amend an intermunicipal agreement ("IMA") with the North Salem Central School District ("District"), whereby the County agreed to assign one (1) uniformed police officer to serve as a School Resource Officer ("SRO") for the District at the District's Middle/High School and at times at the District's Pequenakonck Elementary School (the "Schools") for a term commencing on the first day of school in September, 2019 and continuing through the last day of school in June, 2024, during days that school is in session, at annual rates agreed to by the parties, by assigning one (1) additional SRO to the District's Pequenakonck Elementary School for the period from March 17, 2023 through June, 2023, during days that school is in session.

§2. In consideration for services to be rendered by the second SRO for the period from March 17, 2023 through June, 2023, the District shall pay the County the additional sum of \$54,933.00, payable in one lump sum concurrently with the second installment payment due for the 2022/2023 School Term, as provided in the IMA.

§3. The District, at its option, may elect to extend the services of the second SRO for the 2023/24 school term by giving the Department sixty (60) days prior written notice of its intention to do so. Any such option shall be on such terms and conditions as may be negotiated by the parties and be subject to the further approval of the Westchester County Board of Legislators.

§4. The County, acting through the Department, is authorized to further amend the IMA with the District to expand the list of duties both SROs would be responsible for going forward. These additional duties would include, *inter alia*, providing valuable resources to school staff members; fostering positive relationships with youth; helping develop strategies to resolve problems affecting youth; protecting all students so that they can reach their fullest potentials; potential threat and behavioral issue monitoring and information sharing with school officials; participating and providing guidance with school behavioral triage and threat assessment teams; assisting with school

emergency management planning and multi-agency drill coordination; providing school and campus safety and security patrols, crisis intervention and response; counseling, mentoring and after hour wellness checks for at risk youth; participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects; supporting arrival and dismissal safety and traffic management; and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

§5. The County, acting through the Department, is authorized to further amend the IMA with the District to add a Data Privacy Plan and Parents' Bill of Rights that would require both SROs to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

§6. The County, acting through the Department, is authorized to further amend the IMA with the District to require the Department to provide substitute personnel to patrol the Schools in the event an SRO is absent for more than three (3) consecutive school days, instead of five (5) consecutive school days, as was required under the original IMA.

§7. Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the IMA shall remain in full force and effect upon the parties.

§8. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§9. This Act shall take effect immediately.

THIS AMENDMENT made this ___ day of _____, 2023 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the “Department”)

and

NORTH SALEM CENTRAL SCHOOL DISTRICT having an office and place of business at 230 June Road, North Salem, NY 10560 (hereinafter referred to as the “District”)

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive school safety plan and as part of such a plan include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officers designed to ensure school safety officers and other security personnel are trained to, among other things, de-escalate potentially violent situations; and

WHEREAS, on July 3, 2019, the County and the District entered into an intermunicipal agreement (the “IMA”) pursuant to which the County, through the Department, agreed to provide the services of one (1) uniformed County Police Officer to serve as a School Resource Officer (“SRO”) for the District at the District’s Middle/High School and at times be scheduled to work at the Pequenakonck Elementary School (the “Schools”), for a five (5) year term commencing upon the opening of school in September, 2019 and continuing through the last day of school in June, 2024 (the “IMA Term”) during the school term, at the annual rates (payable in two installments), set forth in the IMA; and

WHEREAS, the parties now desire to amend the IMA in order to: (i) add one (1) additional SRO to the District beginning on March 17, 2023 and continuing through June, 2023, (ii) expand the list of duties each SRO would be responsible for going forward, (iii) include a Data Privacy Plan and Parents’ Bill of Rights, and (iv) provide substitute personnel to patrol the Schools in the event an SRO is absent for more than three (3) consecutive school days, instead of five (5) consecutive school days, as was required under the original IMA.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the IMA is hereby amended as follows:

1. For the period commencing on March 17, 2023 and continuing through June, 2023, the County agrees to assign one (1) additional SRO to the District’s Pequenakonck Elementary School during days that school is in session (the “Second SRO”).
2. In consideration for the services of the Second SRO, the District shall pay the County the additional sum of FIFTY-FOUR THOUSAND NINE HUNDRED THIRTY-THREE (\$54,933.00) DOLLARS, payable in one lump sum concurrently with the second installment payment due for the 2022/23 School Term, as described in the IMA.

3. The District, at its option, may elect to extend the services of the Second SRO for the 2023/24 school term by giving the Department no less than sixty (60) days prior written notice of its intention to do so. Any such option shall be on such terms and conditions as may be negotiated by the parties and be subject to the further approval of the Westchester County Board of Legislators.

4. In addition to the Second SRO, the IMA is hereby amended by expanding the list of duties each SRO will be responsible for going forward, as well as including a Data Privacy Plan and Parents' Bill of Rights, both of which are set forth in the Addenda which are attached hereto and made a part hereof as Schedules "A" and "B" respectively.

5. Section 2, subparagraph "(c)" of the IMA is hereby deleted in its entirety and replaced with the following:

(c) In the event that the School Resource Officer is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if the School Resource Officer should be absent for more than three (3) consecutive school days, the Department may provide periodic school patrols as they are available from existing personnel.

6. The terms of this Amendment shall become effective on March 17, 2023

7. Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the IMA shall remain in full force and effect upon the parties.

8. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

DISTRICT'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 2023, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within instrument, who
being by me duly sworn did depose and say that he/she, the said _____ resides at
_____ and that he/she is the _____ of said
municipal corporation.

Notary Public Westchester County

CERTIFICATE OF AUTHORITY
(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ___ day of _____, 2023, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

SUPPLEMENTAL SRO DUTIES AND RESPONSIBILITIES

The functions of the SRO will be to work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SRO will include, but shall not be limited to:

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management, and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Under New York State law, the SRO may not serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SRO shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

This above list of duties and responsibilities shall supplement those duties and responsibilities set forth in Section 1 of the IMA between the County of Westchester and the North Salem Central School District, dated July 3, 2019.

SCHEDULE "B"

DATA PRIVACY PLAN AND PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, **The County of Westchester** (the "Contractor") agrees that the following terms shall be incorporated into the original intermunicipal agreement for School Resource Officer services dated July 3, 2019, as amended ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here: https://boardpolicyonline.com/?b=north_salem&s=900307
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Section 1 of the Contract only for the term of the Contract as set forth in Section 3 of the Contract.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by [Data is secure in transit via SSL. Backup/Storage Data is encrypted using industry Enterprise Level Encryption Standards.
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by Westchester County Department of Information Technology using industry Enterprise Level Encryption Standards in our respective managed and owned data centers. The security of this data will be ensured by Westchester County Department of Information Technology Technical Use Policy.
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: Westchester County Department of Information Technology Technical Use Policy.

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here _____ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 7 below.
 - b. All SUBCONTRACTORS are subject to adhering to the Westchester County Department of Information Technology Technical Use Policy. Westchester County Department of Information Technology is responsible for managing subcontractors. Subcontractors are managed by Westchester County Department of Information Technology and are subject to all Westchester County Department of Information Technical Use Policies.
6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: Westchester County Department of Information Technology Technical Use Policy.
7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 5 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the District no later than the time the PII is disclosed, unless such notice is expressly prohibited by law or court order. However, such notice requirement shall not apply to disclosure of such information to other law enforcement entities or the District Attorney's Office, should such disclosure be required for official criminal investigations under the Emergency Exception of the 4th Amendment.
8. Upon expiration of the contract, the PII will be securely maintained in accordance with paragraph 4, above, and such PII will not be sold or disclosed for commercial purposes. This paragraph and the requirement set forth herein, shall survive indefinitely following the expiration of this contract.
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. identification of a cybersecurity breach or incident concerning the disclosure of PII Data that impacts North Salem Central School District.
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor

shall provide notification to the District's data privacy officer by phone and by email.

- b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

The District shall publish this contract addendum on its website.