

**UNATEGO CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION ADDENDUM  
MONDAY, JUNE 6, 2022  
BOARD OF EDUCATION MEETING  
CALLED TO ORDER  
7:00 P.M.  
UNATEGO MS/SR HIGH SCHOOL  
ROOM #93**

**3. ADMINISTRATIVE ACTION**

- 4.22     Approve agreement with Unatego CSD and Bainbridge-Guilford CSD (6.6.22 G4)**
- 4.23     Approve returning non-teaching substitutes for the 2022-2023 school year (6.6.22 UC14)**
- 4.24     Approve returning substitute teachers for the 2022-2023 school year (6.6.22 C6)**

**4.22**

**6.6.22 G4**

**RESOLVED:** Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the agreement between Unatego CSD, and Bainbridge-Guilford CSD as presented.

**4.23**

**6.6.22 UC14**

**RESOLVED:** Upon the recommendation of the Superintendent of Schools that this Board does hereby approve returning non-teaching substitutes for the 2022-2023 school year as presented.

**4.24**

**6.6.22 C6**

**RESOLVED:** Upon the recommendation of the Superintendent of Schools that this Board does hereby approve returning substitute teachers for the 2022-2023 school year as presented.

## Agreement

The parties in this agreement are the Bainbridge Guilford Central School District, hereinafter BG schools, and the Unatego Central School District, hereinafter Unatego. The BG School District, having space in its 8:1:1 special education classroom, and Unatego having a student in need of an 8:1:1 placement, hereby agree as follows:

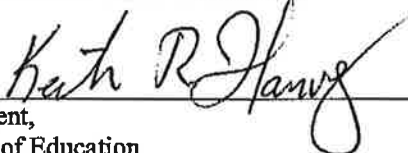
1. BG Schools will allow DV, a special education student of Unatego, to attend its 8:1:1 special education classroom beginning April 18, 2022 through June 24, 2022, subject to the terms of this agreement and the decision of the Unatego Committee on Special Education.
2. Unatego agrees to pay BG Schools tuition based on the BG Schools estimated NRT rate for the 2021-2022 academic year exclusive of any extended school year services. **Prorated tuition for the 2021-22 school year is \$7,880.45.** Tuition shall be due on or before June 30, 2022. BG will send a final adjusted bill in the subsequent school year reflecting any refund or additional charge based on the actual NRT rate for the 2021-22 academic year which is not made available by SED until late November or early December of the subsequent school year.
3. BG Schools agrees to participate in the student's CSE meetings to the extent necessary, as long as given reasonable notice of the meetings. Unatego shall retain responsibility of the CSE functions. BG Schools will comply with all of the usual reporting requirements for students with disabilities and provide the information to Unatego in a timely fashion.
4. BG Schools reserves the right to recommend a change in placement if the 8:1:1 placement no longer meets the needs of the student or if the student is substantially disruptive to the education of resident students of BG Schools, as determined by BG Schools. Unatego will arrange for its CSE to promptly convene to recommend an alternative placement for its student within thirty (30) days from the date of such notice by BG Schools. If a recommendation is made mid-year, tuition will be prorated.
5. BG may terminate this Agreement upon thirty (30) calendar days' written (including electronic) notice in the event that the class can be at full capacity with BG School's resident students. Notice shall be provided to the CSE Chairperson and Superintendent of Schools.
6. Unatego will be responsible for transporting the student between Greenlawn Elementary School, Bainbridge, NY and Unatego.
7. This contract may be terminated if the student's placement is changed by either party. If the contract is terminated mid-year, the tuition will be prorated. It may be renewed or extended by separate written agreement.

8. Tuition at BG Schools includes the 8:1:1 placement, as well as any recommended related services. Any services beyond the 8:1:1 placement and related services such as ESY will be billed on a separate basis pursuant to an additional agreement.

Unatego Central School District represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that Unatego Central School District or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, Unatego Central School agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

The 2-d information is attached.

  
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President,  
Board of Education  
Bainbridge Guilford Central School District

2 June 2022  
DATE

\_\_\_\_\_  
President,  
Board of Education  
Unatego Central School District

\_\_\_\_\_  
DATE

**DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA  
PURSUANT TO EDUCATION LAW §2-C AND §2-D**

District and Vendor agree as follows:

**1. Definitions:**

(1) Protected Data means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy;

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

**6. Vendor shall:**

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

(4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

(5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;

(6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;

(7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.

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

The District, in compliance with Education Law §2-d, provides the following:

### DEFINITIONS:

As used in this policy, the following terms are defined:

**Student Data** means personally identifiable information from the student records of a District student.

**Teacher or Principal Data** means personally identifiable information from District records relating to the annual professional performance reviews of classroom teachers or Principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

**Third-Party Contractor** means any person or entity, other than a District, that receives student data or teacher or Principal data from the District pursuant to a contract or other written agreement for purposes of providing services to the District, including, but not limited to, data management or storage services, conducting studies for or on behalf of the District, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student or teacher or Principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not a District, and a not-for-profit corporation or other nonprofit organization, other than a District.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education records. Procedures for reviewing student records can be found in the Board Policy entitled **7500 Education Records**;
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices. The safeguards include, but are not limited to, encryption, firewalls, and password protection. As required by Education Law §2-d (5), the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or NIST CSF) is adopted as the standard for data security and privacy;

4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at <http://www.p12.nysed.gov/irs/sirs/NYSEDDataElements2018.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234;
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to **Timothy R. Ryan, Superintendent**;
6. The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information;
  - Following its investigation of a submitted complaint, the District shall provide the parent or eligible student with its findings within a reasonable period but no more than 60 calendar days from receipt of the complaint;
  - Where the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District shall provide the parent or eligible student with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint;
  - The District will require complaints to be submitted in writing;
  - The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule for the New York Local Government (LGS-1);
7. This policy will be regularly updated with supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or Principal data. The supplemental information must be developed by the District and include the following information:
  - the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract;

- how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d);
- the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed);
- if and how a parent, student, eligible student, teacher or Principal may challenge the accuracy of the student data or teacher or Principal data that is collected;
- where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed.

8. This policy shall be published on the District's website. This policy shall also be included with every contract the District enters with a third party contractor where the third party contractor receives student data or teacher or Principal data.

# Unatego Central School

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FAX (607) 988 -1039

Dr. David S. Richards  
Superintendent of Schools  
(607) 988 -5038

Patricia Loker  
Business Manager  
(607) 988-5038

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Approve the following returning non-teaching substitutes for the 2022-2023 school year:

Kimberly Cleary (Aide/LTA)

Approve the following returning substitute teachers for the 2022-2023 school year:

William Brundage  
Kimberly Cleary  
Erin Dodrill