

**UNATEGO CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA
MONDAY, JUNE 1, 2020
EXEMPT SESSION
TO DISCUSS CSE RECOMMENDATIONS
6:00 P.M.
BUDGET HEARING
6:30 P.M.
BOARD OF EDUCATION MEETING
CALLED TO ORDER
7:00 P.M.
UNATEGO MS/SR HIGH SCHOOL
ROOM #93/VIA ZOOM**

1. ROUTINE MATTERS

- 1.1 Call to order
- 1.2 Roll Call
- 1.3 Exempt Session
- 1.4 Return to Open Session
- 1.5 Roll Call
- 1.6 Pledge
- 1.7 Approve regular board meeting minutes of May 18, 2020
- 1.8 Adopt Agenda

2. PUBLIC COMMENT

3. PRESENTATIONS

- 3.1 Administrator's Report
- 3.2 Business Manager's Report – Patti Loker
- 3.3 Superintendent's Report – Dr. David S. Richards
- 3.4 Committee Reports

4. ADMINISTRATIVE ACTION

- 4.1 Policy #5676 Privacy and Security for Student Data and Teacher and Principal Data (first reading)
- 4.2 Approve CSE recommendations (6.1.20 G1)
- 4.3 Approve usage of three reserves for the 2019-2020 school year (6.1.20 G2)
- 4.4 Approve intermunicipal agreement between Unatego Central School District and Madison-Oneida BOCES (6.1.20 G3)
- 4.5 Approve Patricia Loker School Business Manager (6.1.20 C1)
- 4.6 Appoint Brian Trask as Data Protection Officer (6.1.20 UC1)

5. PUBLIC COMMENT

6. ROUND TABLE DISCUSSION/QUESTIONS

7. EXECUTIVE SESSION (IF NECESSARY)

Upon a majority vote of its total membership, taken in open meeting

pursuant to a motion identifying the general area of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:

- A. matters which may imperil the public safety if disclosed;
- B. any matter which may disclose the identity of a law enforcement agent or informer;
- C. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- D. discussions regarding proposed, pending or current litigation;
- E. collective negotiations pursuant to article fourteen of the civil service law;
- F. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- G. the preparation, grading or administration of examination; and
- H. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof;
- I. any matter made confidential by federal or state law.

8. ADJOURN

Board Agenda 6.1.20

PG: 3

4.2

6.1.20 G1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve CSE recommendations as presented.

4.3

6.1.20 G2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve usage of three reserves for the 2019-2020 school year as presented.

4.4

6.1.20 G3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve intermunicipal agreement between Unatego Central School District and Madison-Oneida BOCES as presented.

4.5

6.1.20 C1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve to extend Patricia Loker's, School Business Manager, provisional 12 month appointment, effective July 1, 2020 (pending Civil Service Exam).

4.6

6.1.20 UC1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Brian Trask as Data Protection Officer at no additional salary.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of Education Law Section 2-d and its implementing regulations, as well as to align the District's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

Definitions

1. The term Protected Information as used in this Policy 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. The term Student as used in this Policy means any person attending school in an educational agency or seeking to become enrolled in an educational agency.
3. The term Eligible Student means a student eighteen years or older.
4. The term Parent includes either natural or adoptive parent of a student unless his or her rights under the FERPA (Family Educational Rights and Privacy Act) have been removed by court order; state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights, a guardian, or an individual acting as a parent or guardian in the absence of the student's parent or guardian.
5. As used in this Policy, Third-Party Contractor means any person or entity, other than an Educational Agency, that receives student data or teacher or Principal data from the Otego-Unadilla School District pursuant to a contract or other written agreement for purposes of providing services to the Educational Agency, including, but not limited to, data management or storage services, conducting studies for or on behalf of the Educational Agency, or audit or evaluation of publicly funded programs.
6. As used in this Policy, the term Educational Agency includes public school districts, boards of cooperative educational services, charter schools, the New York State Education Department, certain pre-k programs, and special schools described in New York Education Law §2-d; higher education institutions are not Educational Agencies for purposes of this policy.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

7. The term Breach means the unauthorized acquisition of, access to, use of, or disclosure of Protected Information by or to a person who is not authorized to acquire, access, use or receive that Protected Information.
8. A Disclosure of Protected Information occurs when that information is released, transferred or otherwise communicated to an authorized party by any means, including oral, written or electronic; a disclosure occurs whether the exposure of the information was intentional or unintentional. A Disclosure is Unauthorized if it is not permitted by State or federal law or regulation, or by any lawful contract, or not made in response to a lawful order of a court or tribunal.
9. As used in this Policy, the term Commercial or Marketing Purpose means:
 - a. the sale of Protected Information,
 - b. the use or disclosure of Protected Information by any party (including the Otego-Unadilla School District) for purposes of receiving remuneration, either directly or indirectly,
 - c. the use of Protected Information for advertising purposes,
 - d. the use of Protected Information to develop or improve a Third-Party product or service,
 - e. the use of Protected Information to market products or services to students.

Implementation with Other Policies and Laws

The Otego-Unadilla School District has adopted other Policies and practices to comply with State and federal laws. This Policy will be implemented to supplement, and not replace, the protections provided by those laws, as recognized in Otego-Unadilla School District Policies and practices.

Nothing contained in this Policy or the Otego-Unadilla School District Parents' Bill of Rights for Data Security and Privacy shall be construed as creating a private right of action against the Otego-Unadilla School District.

General Principles for Use and Security of Protected Information

1. Intentional Use of Protected Information
 - a. The Otego-Unadilla School District shall take steps to minimize its collection, process and transmission of Protected Information. All Otego-Unadilla School District staff and officers are expected to receive, create, store and transfer the minimum amount of protected Information necessary for Otego-Unadilla School District to implement its education program and to conduct operations efficiently.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

- b. Protected Information will only be disclosed to other Otego-Unadilla School District staff or Third-Parties when that person or entity can properly be classified as a school official with a legitimate educational interest in that Protected Information, meaning that the person or entity requires information to perform their job or fulfill obligations under a contract with the Otego-Unadilla School District.
 - c. Protected Information shall not be disclosed in public reports or other public documents.
 - d. Except as required by law or in the case of enrollment data, the Otego-Unadilla School District shall not report to NYSED Juvenile Delinquency records, criminal records, medical health records, or student biometric information.
 - e. Every use and disclosure of personally identifiable information, as defined by FERPA, shall be for the benefit of students and the educational agency.
2. Commercial and Marketing Use of Protected Information is Prohibited:
The Otego-Unadilla School District shall not sell or disclose for marketing or commercial purposes any Protected Information or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Data Protection Officer

Upon the recommendation of the District Superintendent, the Board will designate a Data Protection Officer. The designation shall be made by formal action at a Board meeting.

Actions to Reduce Cybersecurity Risk

1. NIST Cybersecurity Framework
 - a. The Otego-Unadilla School District hereby adopts the National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF) in accordance with the Commissioner's Regulations.
 - b. In accordance with the approach of the NIST Cybersecurity Framework, the District Superintendent shall direct appropriate Otego-Unadilla School District personnel to continually assess the current cybersecurity risk level of the Otego-Unadilla School District, identify and prioritize appropriate "next steps" for the Otego-Unadilla School District to take to reduce cybersecurity risk, and implement actions to reduce that risk, consistent with available fiscal and personnel resources of the Otego-Unadilla School District.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

2. Setting Expectations for Officers and Employees
 - a. This Policy shall be published on the Otego-Unadilla School District's website and notice of the policy will be provided to all officers and employees of the district.
 - b. Officers and employees of the Otego-Unadilla School District shall receive annual privacy and security awareness training inclusive of State and federal laws that govern Protected Information and how to comply with those laws and meet Otego-Unadilla School District expectations for use and management of Protected Information.

Parents' Bill of Rights for Data Privacy and Security

1. Contents of the Parents' Bill of Rights for Data Privacy and Security:

The Otego-Unadilla School District publishes on its website and will maintain a Parents' Bill of Rights for Data Privacy and Security that includes all elements required by the Commissioner's Regulations, including supplemental information.
2. Public Access to the Parents' Bill of Rights for Data Privacy and Security
 - a. Every contract or written agreement with a Third-Party Contractor under which the Third-Party Contractor will receive Protected Information shall include a signed copy of the Otego-Unadilla School District Parents' Bill of Rights for Data Privacy and Security and supplemental information that is sufficient for the Otego-Unadilla School District to publish on its website.
 - b. The Otego-Unadilla School District shall provide the data protection as well as the protection of parent and eligible student's rights and rights to challenge the accuracy of such data required by FERPA (20 USC §1232g, IDEA (20 USC §1400 et. Seq.) and any implementing regulations. Procedures for reviewing student records can be found in the Board Policy 6420 entitled Student Records: Access and Challenge. Students and parents should be aware that requests may be referred to the home district.

Standards for Sharing Protected Information with Third-Party Contractors

1. Written Agreement for Sharing Protected Information With a Third-Party Required
 - a. Protected Information shall not be shared with a Third-Party unless there is a written, properly authorized contract or other agreement that complies with this Policy and Section 2-d of New York State Education Law.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

- b. Every contract or written agreement with a Third-Party Contractor under which the Third-Party contractor will receive Protected Information shall include a data security and privacy plan that outlines how all State, federal and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with this Policy.
 - c. All contracts or written agreements with Third-Party Contractors that have access to Protected Information shall comply with the NIST Cybersecurity Framework in accordance with the Commissioner's Regulations.
 - d. Disclosing Protected Information to other educational agencies does not require a specific written agreement because educational agencies are not Third-Parties. However, any such sharing must comply with FERPA and Board Policy.
 - e. When the Otego-Unadilla School District makes an agreement with another School District to access an educational technology platform that will result in Protected Information from the Otego-Unadilla School District being received by a Third-Party, the Otego-Unadilla School District will confirm that the product is covered by a contract or written agreement between the Otego-Unadilla School District and the Third-Party that complies with Section 2-d of New York State Education Law. The Otego-Unadilla School District will confirm with the other School District the respective responsibilities of the Otego-Unadilla School District and the other School District for providing breach notifications and publishing supplemental information about the contract.
2. Review and Approval of Online Products and Services Required:
The District Superintendent, in consultation with appropriate Otego-Unadilla School District personnel, shall establish a process for the review and approval of online technology products proposed for use by instructional and non-instructional staff.

District Response to Reported Breaches and Unauthorized Disclosures

1. Local Reports of Possible Breach or Unauthorized Disclosures
 - a. Student(s), Eligible Student(s), Parent(s), teacher(s) or Principals and other Otego-Unadilla School District staff who have information indicating there has been a Breach or Unauthorized Disclosure of Protected Data may report that information to the Data Protection Officer.

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

- b. The report of suspected Breach or Unauthorized Disclosure must be made in writing. A report received by email will be considered a written report. The report shall provide as much information as is available to the reporting party concerning what Protected Information may have been compromised, when and how the possible Breach or Unauthorized Disclosure was discovered, and how the Data Protection Officer may contact the reporting party. The Data Protection Officer shall make a form available online and in each school office to be used for reporting a suspected Breach or Unauthorized Disclosure.
- c. The Data Protection Officer, or designee, shall take the following steps after receiving a report of a possible Breach or Unauthorized Disclosure of Protected Information:
 - i. promptly acknowledge receipt of the report;
 - ii. determine, in consultation with appropriate technical staff, what, if any, technology-based steps should be taken immediately to secure against further compromise of Protected Information;
 - iii. conduct a thorough fact-finding to determine whether there has been a Breach or Unauthorized Disclosure of Protected Information, and, if so, the scope of the Breach or Unauthorized Disclosure and how it occurred;
 - iv. if a Breach or Unauthorized Disclosure of Protected Information is found to have occurred, implement the Cybersecurity Incident Response Plan to correct and ameliorate the Breach or Unauthorized Disclosure and provide appropriate notifications to the NYSED Chief Privacy Officer and affected persons; and
 - v. when the fact-finding process is complete, provide the reporting party with the findings made at the conclusion of the fact-finding process; this should occur no later than 60 days after the receipt of the initial report, and, if additional time is needed, the reporting party shall be given a written explanation within the 60 days that includes the approximate date when the findings will be available.
- d. The Data Protection Officer shall maintain a record of each report received of a possible Breach or Unauthorized Disclosure, the steps taken to investigate the report, and the findings resulting from the investigation in accordance with applicable record retention policies.
- e. When this reporting and fact finding process results in confirmation of a Breach or Unauthorized Disclosure of Protected Information, the Data Protection Officer, or designee, shall follow the notification procedures described in 2. Notification of Breach or Unauthorized Disclosure of Protected Information, below.

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- f. The availability of this process or reporting suspected Breaches or Unauthorized Disclosures of Protected Information shall be communicated to all staff and all student households, in addition to the general posting of this Policy on the Otego-Unadilla School District's website.
2. Notification of Breach or Unauthorized Disclosure of Protected Information
 - a. Third-Parties who learn of the Breach or Unauthorized Disclosure of Protected Information received from the Otego-Unadilla School District are required by law to notify the Otego-Unadilla School District of that occurrence no more than seven days after their discovery of the Breach or Unauthorized Disclosure. When the Otego-Unadilla School District receives such a notification, the Data Protection Officer, or designee, shall promptly obtain from the Third-Party the following information if it is not already included in the notice:
 - i. a brief description of the Breach or Unauthorized Disclosure;
 - ii. the dates of the incident;
 - iii. the dates of the discovery by the Third Party;
 - iv. the types of Protected Information affected; and
 - v. an estimate of the number of records affected.
 - b. When the Otego-Unadilla School District is notified by a Third-Party of a Breach or Unauthorized Disclosure of Protected Information in the custody of the Third-Party, the Data Protection Officer shall notify the NYSED Chief Privacy Officer of that information within ten calendar days of receiving it from the Third-Party, using the form provided by the NYSED Chief Privacy Officer.
 - c. When the Otego-Unadilla School District learns of an Unauthorized Disclosure of Protected Information originating within the Otego-Unadilla School District, whether as the result of a report made under this Policy or otherwise, the Data Protection Officer shall notify the NYSED Chief Privacy Officer of that information within ten calendar days of discovering the Unauthorized Disclosure, using the form provided by the NYSED Chief Privacy Officer.
 - d. When the Otego-Unadilla School District has received notification from a Third-Party of a Breach or Unauthorized Disclosure of Protected Information, or has otherwise confirmed that a Breach or Unauthorized Disclosure of Protected Information has occurred, the Otego-Unadilla School District shall notify all affected individuals by first class mail to their last known address, by email, or by telephone, of the Breach or Unauthorized Disclosure. Notifications by email shall be copied into the record of the

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)

incident. Logs of telephone notifications shall be maintained with each record signed by the Otego-Unadilla School District employee making the contact. Each notification shall include the following information:

- i. each element of information described in paragraph a. above,
 - ii. a brief description of the Otego-Unadilla School District investigation of the incident or plan to investigate; and
 - iii. contact information for the Data Protection Officer as a point of contact for any questions the individual(s) may have.
- e. The notification of affected individuals shall be made in the most expedient way possible and without unreasonable delay, but no later than 60 calendar days after the discovery of the Breach or Unauthorized Disclosure or the receipt of the notice from the Third-Party. If notification within the 60 day period would interfere with an ongoing law enforcement investigation or would risk further disclosure of Protected Information by disclosing an unfixed security vulnerability, notification may be delayed until no later than seven calendar days after the risk of interfering with the investigation ends or the security vulnerability is fixed.
- f. Where notification of affected individuals is required because of a Breach or Unauthorized Disclosure attributed to a Third-Party, the Data Protection Officer shall prepare and submit to the Third-Party a claim for reimbursement, as provided in Section 2-d of the New York State Education Law.
- g. Where notification of affected individuals is required because of a Breach or Unauthorized Disclosure of Protected Information under this Policy, the Data Protection Officer shall also determine whether the Otego-Unadilla School District is required to provide any notifications pursuant to the Notification of Breach of Security Policy.

Also see: Policy 3120 – Web Page Policy

Policy 3320 – Privacy Policy

Policy 6410 – Staff Use of Computerized Resources

Policy 7240 – Student Records: Access and Challenge

Policy 8271 – Internet Protection Policy

First Reading: June 1, 2020

Unatego Central School District

Unatego, NY 13825

MEMO

To: Dr. Richards

From: Patti Loker, School Business Manager *PAL*

Date: May 26, 2020

Re: Reserve usage for 2019-2020

Below are the totals that I am recommending that the District utilize from the reserves for the 2019-20 year:

Employee Benefit Liability Reserve = \$6,776 (This is for payout of sick days and vacation days for an employee who retired during the year)

Retirement Reserve = \$149,224 (as budgeted for 2019-20)

Debt Service Fund Reserve = \$100,000 (due to sale of the Otego building). Our bond counsel recommends that we utilize the full amount of the sales proceeds in the year of the sale.

I recommend that the Board of Education approve usage of the three reserves for 19-20.

AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services (“**BOCES**”), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Unatego Central School District (“**DISTRICT**”), with its principal business address at 2641 State Highway 7, Otego, NY, 13825.

RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a central school district under the New York State Education Law; Section 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT’s board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2020, and shall extend through and including June 30, 2021.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$110.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to DISTRICT:**
Dr. David Richards, Superintendent of Schools
Unatego Central School District
2641 State Highway 7
Otego, NY 13825

(b) **If to BOCES:**
Mr. Scott Budelmann, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

For the DISTRICT

Date

For the BOCES

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, _____, Clerk of the Board of Education for the Unatego Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Unatego Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date

CERTIFICATION BY BOCES BOARD CLERK

I, Catherine M. Quinn, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the Unatego Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

SIGNATURE OF BOCES BOARD CLERK

Date