

DRAFT

ANNUAL REORGANIZATIONAL MEETING

July 10, 2024

7:00 PM in the School Cafeteria

I. QUORUM CHECK

II. CALL TO ORDER BY DISTRICT CLERK

III. PLEDGE OF ALLEGIANCE

IV. ADMINISTER OATH OF OFFICE

Board Members – Ellen Johnson and April Aramini

V. ORGANIZATION OF THE BOARD

A. ELECTION OF OFFICERS FOR 2024-2025

1. President - Nominations and Election
2. Vice President - Nominations and Election

B. ADMINISTER OATH OF OFFICE

1. President
2. Vice President

C. BOARD APPOINTMENTS

1. District Clerk -Laura Carson
2. District Treasurer/School Business Official – Denise Wist
3. Tax Collector – Ginger Thayer
4. Purchasing Agent –Ginger Thayer
5. Board Secretary -Laura Carson
6. Auditor – Bonadio Group
7. Claims Auditor – Shannon Rockwell
8. Asbestos (LEA) Designee –Record Retention Officer, David Mayton
9. Attendance Officer – Rebecca Meehan
10. Chief Information Officer – Rachel Wright
11. Records Access/Management Officer –Laura Carson
12. District Attorney – Girvin and Ferlazzo, PC
13. Central Treasurer, Extra Classroom Activities Account – Ginger Thayer
14. Comptroller, Extra Classroom Activities Account – Kevin Keane
15. Insurance Adviser - NYSIR
16. Director of School Health Services – Bassett Healthcare School Based Health Center, Cherry Valley-Springfield CSD
17. Catskill Area Schools Employee Benefit Plan Designee to Board of Directors – TheriJo Snyder and the District's interim designee.– Denise Wist
18. Community Contact for Drug and Alcohol Use - Rebecca Meehan
19. Data Privacy and Protection Officer - TheriJo Snyder
20. McKinney-Vento Liaison - Rachel Wright

D. ADMINISTER OATH OF OFFICE

1. Clerk -Laura Carson
2. Superintendent- TheriJo Snyder

VI. DESIGNATIONS

- A. BANK DEPOSITORIES
NBT and NYLAF
- B. OFFICIAL NEWSPAPER FOR LEGAL NOTICES
The Daily Star, Oneonta and/or the Cooperstown Crier and/or the School website
www.cvscs.org
- C. REGULAR MEETING DAY
Set Meeting Schedule
- D. MEDICAL FACILITY (Employees)
Community Health Center, Cherry Valley
- E. PRESIDENT TO APPOINT COMMITTEES (Note – Audit Committee whole Board)

VII. OTHER BOARD BUSINESS

- A. Petty Cash
 - 1. District Office - \$100
 - 2. Main Office - \$100
- B. Authorize Superintendent to make budget transfers (\$2,000 limit)
- C. Authorize Superintendent to approve attendance at conferences
- D. Authorize Superintendent to certify payroll
- E. Authorize Bonding in amounts of Tax Collector = \$1,000,000, Treasurer = \$1,000,000, Other Employees = \$100,000/employee and Courier(inside/outside) = \$25,000/employee to be included in Insurance Package
- F. Re-adopt all policies in effect as of the end of the 2023-2024 school year
- G. Establish mileage reimbursement rate – \$.01.1/2 below IRS
- H. Approve Title I and Title II Committee for 2024-2025

Deb Whiteman	Ethan All	Amber VanScooter
Rachel Wright	September Schecter	Tom Garretson
Samantha Seamon	Michelle Johnson	Mary Beth Flint
Stephanie Weaver		
- I. Appoint Committee on Special Education

Samantha Seamon, CSE Chairperson	
School Psychologist	
Special Education Teacher	
Child's Teacher	Child's Parent
Student, if appropriate	
Physician Member – upon request	Parent Member – upon request
Laura Buck, Parent Member	

J. Appoint Subcommittee on Special Education
Samantha Seamon, CSE Chairperson
School Psychologist
Regular Education Teacher
Special Education Teacher
Student, if appropriate

K. Appoint Section 504 Officer – Samantha Seamon

L. Appoint Title IX Compliance Officer – Gary Wannamaker

M. Appoint Committee on Preschool Special Education
Samantha Seamon, CSE Chairperson
Rachel Wright, Back-up Chairperson
School Psychologist
Child's Parent
Physician Member – upon request
Child's Special Education Teacher/Provider
Regular Education Teacher- when appropriate
County Representative Chelsea Fassett, Parent Member

N. RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District appoints and authorizes its President, Vice President and/or Superintendent to approve the appointment of an impartial hearing officer in accordance with law, regulations of the Commissioner of the New York State Education Department section 200.5(j)(3)(ii) and the Compensation Policy of the Board of Education.

O. RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby designate Amy Garretson to act on behalf of the Board of Education to make temporary decisions regarding CSE/CPSE recommendations pending full Board approval and/or to appoint an Impartial Hearing Officer, for the 2024-2025 school year.

P. Appoint Bus Drivers and Substitute Drivers for 2024-2025

Drivers:

Anton Nirschl	David Evans	Marian Davis
Robert Wayman	Ginger Cummings	Travis Morton

Substitute Drivers:

Michaeleen Ward	Timothy Fish	James Johnson	Melva Rodriguez
Richard Collins, Jr.	Raymond Key	David Cornelia	Paul Collison
David Mayton	Melissa Davidson	Robin Seamon	Michael Cardamone
Donald Herringshaw			

Q. RESOLUTION TO EMPOWER TREASURER TO INVEST FUNDS

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District empowers the Treasurer to invest funds as they become available pursuant to School Board policy.

R. RESOLUTION TO EMPOWER TREASURER TO BORROW FUNDS

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District empowers the Treasurer to borrow needed funds using Revenue and/or Tax Anticipation notes upon the recommendation of the Superintendent with the Board of Education approval.

S. ESTABLISH PAY RATE FOR SUBSTITUTE TEACHERS AND SUBSTITUTE BUS DRIVERS

Non-Certified Teacher- \$105.00/day

Non-certified Teacher after 60 days of service - \$110.00/day

Certified Teacher- \$110.00/day Certified Teacher after 60 days of service - \$115.00/day

Substitute Bus Driver - \$23.30/hour Substitute Nurse - \$26.00/hour

Licensed Teacher Assistant and Teacher Aide Substitute - Minimum Wage

T. SUPERINTENDENT AUTHORITY

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby grant approval of the Superintendent to appoint employees on a temporary basis with the understanding that the Board of Education will make the final determination at the next subsequent Board of Education meeting.

U. SUPERINTENDENT AUTHORITY

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby grant approval of the Superintendent to appoint volunteers on a temporary basis with the understanding that the Board of Education will make the final determination at the next subsequent Board of Education meeting.

V. Approve Federal Community Eligibility Provision (CEP)

VIII. REGULAR MONTHLY BOARD OF EDUCATION BUSINESS

A. SPECIAL PRESENTATIONS - Administration & Board Committee Reports

B. ADDITIONS TO AGENDA

C. CORRESPONDENCE RECEIVED

D. SUPERINTENDENT'S REPORT

E. RECOGNITION OF VISITORS

IX. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

X. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-7-2024 through 33-7-2024

A. RESOLUTION 1-7-2024

APPROVAL OF MINUTES – June 20, 2024

B. RESOLUTION 2-7-2024

ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – June 2024

C. LUNCH AND BREAKFAST PROGRAM

RESOLUTION 3-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, responsible for administration of one or more schools referred to as the school food authority (SFA), hereby agrees to enter into an agreement to participate in the National School Lunch Program and School Breakfast Program, and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction. The SFA further assures that the school will uniformly implement the required policy with respect to determining the eligibility of children for free and reduced price meals. The following prices will be effective September 1, 2024: Breakfast – 1.25 (Adult Main - 1.50 plus tax & Complete 3.00 plus tax), Lunch – 1.50 (Adult Main - 3.00 plus tax & Complete 5.31 plus tax), and Carton of Milk - .50.

D. ADVERTISE FOR UNIVERSAL PRE-K SERVICES

RESOLUTION 4-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby authorize the District Clerk to advertise the request for proposals for universal pre-kindergarten program services.

E. COMPLETE SERVICES, PLLC AGREEMENT

RESOLUTION 5-7-2024

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 from September 1, 2024 through June 30, 2025 with the following Provider: Complete Occupational Therapy, Physical Therapy, Speech Language Pathology Services PLLC as per Attachment X E.

F. ACHIEVEMENTS, PLLC AGREEMENT

RESOLUTION 6-7-2024

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 from July 1, 2024 through June 30, 2025 with the following Provider: Achievements, PLLC as per Attachment X F.

G. SERVICE PROVIDER AGREEMENTS

RESOLUTION 7-7-2024

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 from July 1, 2024 through June 30, 2025 with the following Provider: Bonnie Georgi, Certified School Psychologist, as per Attachment X G.

RESOLUTION 8-7-2024

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 from July 1, 2024 through June 30, 2025 with the following Provider: Sandra Preston, the owner and sole employee of Starting Gait Physical Therapy, PLLC as per Attachment X G 1.

RESOLUTION 9-7-2024

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 from July 1, 2024 through June 30, 2025 with the following Provider: Tina Caswell, MS, CCC-SLP as per Attachment X G 1 a.

RESOLUTION 10-7-2024

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 from July 1, 2024 through August 31, 2024 with the following Provider: Jacqueline Marsh as per Attachment X G 1 b.

G. THE ARC OTSEGO AGREEMENT

RESOLUTION 11-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the agreement with The ARC Otsego for the 2024-2025 school year as per Attachment X G.

H. LAND LICENSE AGREEMENT

RESOLUTION 12-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Land License Agreement as per Attachment X H.

I. LEAD EVALUATORS/EVALUATORS

RESOLUTION 13-7-2024

The Superintendent provided the Board with information showing that Kevin Keane and Rachel Wright have completed New York State Education Department Training as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan; Therefore it is

RESOLVED, Kevin Keane and Rachel Wright are hereby certified as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan.

J. PERSONNEL

RESOLUTION 14-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Hannah Decker as a 2024 Summer Program Student Worker, effective July 3, 2024.

RESOLUTION 15-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint any full time teacher, licensed teacher assistant or aide to work as Chaperones for Dances, Basketball Games, Concerts, Drama Performances or Track & Field or After School Program Activity Leaders or to volunteer (except for athletics) during the 2024-2025 school year.

RESOLUTION 16-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Katelyn Pasternak to a position as a part-time aide for the 2024-2025 school year, effective September 1, 2024.

RESOLUTION 17-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Emily Schwall to a position as a teacher aide for a probationary period effective September 1, 2024 through March 1, 2025.

RESOLUTION 18-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the individual salary agreement for the following: CSE Chairperson.

RESOLUTION 19-7-2024

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 CV-S Support Staff Association from July 1, 2024 through June 30, 2026.

RESOLUTION 20-7-2024

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 CV-S Teacher's Association from July 1, 2024 through June 30, 2027.

RESOLUTION 21-7-2024

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 2024 Summer Program positions: *Summer Program is contingent on the enrollment figures.

Main Office Coverage (July 12, 19 and 26) - Ashlee Cornelia

RESOLUTION 22-7-2024

RESOLVED that the Board of Education of the Cherry Valley-Springfield Central School District hereby re-appoints Andrew McConnell from the seniority/recall list, pursuant to Education Law 3013, to a leave replacement LTA position in the LTA tenure area, effective September 1, 2024. Andrew McConnell will be reinstated with the two (2) years and eight (8) months seniority which he had accrued prior to being excessed.

RESOLUTION 23-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Michelle Gage, who is professionally certified Literacy Birth – Grade 6 and Childhood Education Grades 1-6, on tenure as an Elementary Teacher effective August 31, 2024.

RESOLUTION 24-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Beth Spaulding, who is permanently certified PreK, K Grades 1-6, Special Education and Coordinator of Work Based Learning for Career Awareness, on tenure as an Elementary Teacher effective August 31, 2024.

RESOLUTION 25-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Dawn Frank, who is permanently certified Library Media Specialist, on tenure as a Library Media Specialist effective August 31, 2024.

RESOLUTION 26-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Jennifer LeJeune, who is initially certified Visual Arts, on tenure as a Visual Arts Teacher effective August 31, 2024.

RESOLUTION 27-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Rachel Wright and Kevin Keane as the Dignity for All Students Act co-coordinators for the 2024-2025 school year.

RESOLUTION 28-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint PJ Johnson to the position as the Continuing Education Coordinator for the 2024-2025 school year.

RESOLUTION 29-7-2024

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 Extracurricular assignments for the 2024-2025 school year:

Class Advisor - Seventh Grade - Mary Mattson Boys Varsity Soccer - David Mayton

RESOLUTION 30-7-2024

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 After School Program assignments for the 2024-2025 school year: Coordinator - Stephanie Weaver

Coordinator Substitutes - Deb Whiteman and Tammie Waterman

Activity Leaders - Deb Whiteman, Tammie Waterman and Fran Mabie

RESOLUTION 31-7-2024

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

Terence Brant Zoe Climenhaga Lisa Gerdin Amy Graig Chelsea Hull Dakota Jicha
Holly Kehoe Pamela Key Shelbi Kinsley-Tracy Hope Lowry Corinne Peretin Elena Sheldon
Ashlee Cornelia Melanie Schrader Sarah Stannard Linda Hurley Kelly Fernandez
Keri Constable Jennifer Bishop Katelyn Pasternak

RESOLUTION 32-7-2024

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

Charles Alex Terence Brant Amy Graig Chelsea Hull Corinne Peretin Elena Sheldon
Charles Strange Keri Constable Linda Hurley Maxine Antunes Ashlee Cornelia
Melanie Schrader Katelyn Pasternak

RESOLUTION 33-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following volunteer for the 2024-2025 school year: Kathleen Urban

XI. NEW BUSINESS

XII. OLD BUSINESS

A.POLICY REVIEW

RESOLUTION 34-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby conduct a second reading of Policies and Regulations: 1120 School District Records, 4772 Graduation Ceremonies, 5500 Student Records, 5550 Student Privacy, and 8635-R Information and Data Privacy, Security, Breach and Notification Regulation.

RESOLUTION 35-7-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby direct the District Clerk to transmit to NYSSBA updated Policies and Regulations: 1120 School District Records, 4772 Graduation Ceremonies, 5500 Student Records, 5550 Student Privacy, and 8635-R Information and Data Privacy, Security, Breach and Notification Regulation to the New York State School Boards Association by July 31, 2024.

XIII. 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 collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law)

XIV. ADJOURNMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this 1 day of September, 2024, by and between **Cherry Valley Springfield Central School District**, whose mailing address is **Route 54, Cherry Valley, New York 13320** ("Facility"), and **COMPLETE OCCUPATIONAL THERAPY, PHYSICAL THERAPY, SPEECH LANGUAGE PATHOLOGY SERVICES PLLC** ("Agency").

RECITALS:

WHEREAS, Agency provides rehabilitation staffing referral services to long-term care and skilled healthcare facilities for the care of sick, afflicted, and injured persons;

WHEREAS, Agency employs or contracts with one or more health care practitioners, including but not limited to physical therapists, physical therapy assistants, occupational therapists, occupational therapy assistants, and speechlanguage pathologists (collectively "Practitioners") to provide therapy services at such facilities;

WHEREAS, all Practitioners are licensed in the State of New York and practice under the regulations set forth by the New York State Department of Education; and

WHEREAS, Facility desires to retain the services of Agency to provide Practitioners for the performance of professional services at Facility ("Professional Services"), and Agency desires to provide Practitioners to perform such services at Facility as hereinafter set forth.

AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Responsibilities of Agency. Agency shall arrange for the provision of the Professional Services of those types of Practitioners listed on Exhibit A attached hereto to patients of the Facility, upon request by the Facility. Agency shall also provide the following services to Facility relating to the Practitioners:

(a) **Screen** the Practitioners to determine whether they are qualified to perform Professional Services, and obtain documentation for the Facility, in accordance with the requirements established by the Facility, provided that the Facility has the ultimate right to accept or reject any Practitioner.

Agency shall verify that each Practitioner is licensed to practice in the State of New York and meets all the qualifications for clinical privileges to practice at the Facility.

(b) **Act** as a liaison between the Facility and any independent contractor Practitioners ("IC Practitioners");

(c) Replacements. In the event that any Practitioner ceases to provide services at the Facility for any reason, Agency shall use its best efforts to locate a replacement Practitioner.

(d) Standards of Practice. Agency shall only provide Practitioners who agree to perform all services in accordance with (i) accepted standards of practice; (ii) all policies, rules, regulations, and bylaws of the Facility (except for those that are applicable to employees only); (iii) all applicable provisions of law and other rules and regulations of any and all governmental authorities; and (iv) all standards of The Joint Commission.

(f) Agency shall confirm that each Practitioner will serve all patients/residents regardless of sex, race, sexual preference, age, creed, national origin, disabled or ability to pay.

2. Responsibilities of Facility. Facility shall establish the general objectives as well as the administrative guidelines necessary for the performance of Professional Services by Practitioners, including but not be limited to, hours and days of work, and notice requirements related to Practitioner absence or discontinuation. Facility's quality assurance program members shall evaluate the quality of Professional Services and report the results of such evaluations to Facility's governing body.

3. Payment for Services. Each Practitioner shall submit a timesheet to the Facility at which the service was rendered, and the Facility's authorized designee shall sign the time sheet. Agency shall invoice the Facility for all such Professional Services. Fees are subject to change annually, commencing on the one-year anniversary date of this Agreement and upon each subsequent anniversary date thereafter during the term of this Agreement. The pricing set out in "Exhibit A" shall be adjusted on each such date by the increase in the national consumer price index issued by the United States Government Bureau of Labor Statistics for all Urban Consumers, medical care, for the United States of America, for the twelve-month period ending in the month in which such calculation is made. Agency shall notify the Facility of an adjustment on or about the contract effective date in each succeeding year, unless the Facility gives written notice of termination prior to the effective date of the change pursuant to this Agreement, in which case the prior fees will remain in effect during the ninety (90) day termination period.

4. Payment.

(a) All amounts due hereunder shall be paid within thirty (30) days of the invoice for services rendered. A fee of 0.75 percent (0.75%) per month shall be charged for delinquent payments. Should the Facility dispute any portion of an invoice, it must notify Agency of such dispute in writing within 15 days after the invoice date. Failure to notify Agency within this 15 day period shall be deemed an agreement by Facility to pay Agency in full for the invoice. Further, since Agency renders payment to IC Practitioners on behalf of the Facility, the Facility shall provide Agency with all the required documentation on which the Facility has based its dispute of the invoice. Such documentation shall be presented to Agency within 20 days after the date of invoice. In no case shall an adjustment be made by the Facility without such documentation, unless agreed to in writing by Agency.

(b) In the event that either party initiates a lawsuit or arbitration to enforce the terms of this Agreement, the prevailing party in such proceeding (including any appeals) shall be entitled to recover its reasonable attorneys' fees and costs.

5. Insurance. Agency and Facility shall maintain at all times during the term of this Agreement professional liability insurance and general liability insurance in the amounts customarily carried by providers of services in the community where Facility is located. Upon request of the other party, the non-requesting party shall provide a copy of its insurance policy or a certificate of insurance evidencing such coverage. Agency shall verify that each IC Practitioner is covered by insurance insuring such Practitioner against liability for rendering or failing to render Professional Services.

6. Relationship of Parties. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.

7. Status of Practitioners.

(a) No Practitioner rendering services to patients of Facility under this Agreement shall be considered an employee of the Facility.

(b) It is understood and agreed that IC Practitioners shall be responsible for payment of their own federal, state and local income taxes and employment taxes, and benefits, including, but not limited to, unemployment, workers compensation, and disability insurance. Neither Facility nor Agency shall be responsible for any fringe benefits, costs or expenses for such Practitioners. Neither Facility nor Agency will be in any way liable for any wages, federal, state and withholding tax requirements for any such Practitioner or for compliance with applicable disability insurance, social security and unemployment insurance laws for any such Practitioner.

(c) Agency shall pay all wages of the Practitioners that it employs ("Employee Practitioners"), and shall provide all benefits required with respect to such Practitioners. Agency shall pay all federal, state and municipal taxes with respect to Employee Practitioners, including federal social security, workers compensation and state unemployment compensation taxes.

8. Health Information Portability and Accountability Act. Agency and Facility are covered entities as defined in the 1996 Health Information Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, and as such shall comply with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

9. Non-Solicitation. Facility recognizes the time and expense necessary for Agency to recruit and train the Practitioners and Agency's legitimate business interest in protecting this investment. Accordingly, during the term of this Agreement and for a period of (1) one year following the termination of this Agreement for any reason whatsoever, Facility and its affiliates

shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice, or persuade any IC Practitioner or Employee Practitioner to leave the employ of Agency or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Agency at any time during the 12 months prior to such proposed employment or contracting. "Indirectly employ" shall include, but not be limited to, Facility contracting with or receiving services from another provider who employs or contracts with any person who was employed by or contracted with Agency and provided Professional Services to Facility within the previous 12 months.

10. Practitioner Conversion Fee. Notwithstanding Section 9, should Facility wish to convert an Agency IC Practitioner or Employee Practitioner onto its Facility staff within (1) one year after the last assignment that such Practitioner worked at Facility through Agency, Facility shall pay Agency a conversion fee of \$20,000 per converted Practitioner.

11. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall include any information pertaining to the business of the Facility or Agency or any parent, subsidiary, or affiliate of Facility or Agency that is not readily available through the public domain, including this Agreement and all exhibits, documents and information related to this Agreement. The parties agree and acknowledge that Confidential Information of the other is or may be disclosed to them and that it constitutes valuable business information developed at great expenditure of time, effort and money. Agency and Facility shall not, either during the term of this Agreement or thereafter, use Confidential Information for any purpose other than the performance of such party's duties under this Agreement. Agency agrees to keep strictly confidential and hold in trust all Confidential Information and agrees not to disclose or reveal such information to any third party without the express prior written consent of the party to which the information relates, provided that Agency may release such information (i) to its legal and financial advisors if they agree to keep such information confidential, (ii) to enforce the performance of this Agreement or to defend any claim relating to this Agreement, or (iii) to the extent required by law.

(a) Confidential Information. Agency agrees that it shall provide in any agreement it has with IC Practitioners that such Practitioners shall comply with the foregoing terms regarding confidentiality.

(b) Remedies. The parties recognize and acknowledge that the restrictions and limitations on their activities contained herein are required for the parties' reasonable protection. In the event of a breach of the covenants contained in this Section 11, the nonbreaching shall be entitled, if it so elects, to (i) institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, and/or (ii) enforce the specific performance of these covenants, and/or (iii) enjoin the offending party from engaging in any activity in violation of this Agreement, whether threatened or actual, without proving actual damages and without posting bond or other security.

12. Terms and Termination. Except as otherwise stated herein, this Agreement shall continue in effect until terminated pursuant to this Section. Either party may terminate this Agreement without cause effective at any time by giving the other party written notice at least ninety (90) days prior to the effective date of termination. Either party may terminate this

Agreement immediately at any time by giving written notice of termination to the other party if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days after the non-breaching party notifies the breaching party of such default in writing, which notice specifies the nature of the breach in reasonable detail. Notwithstanding anything to the contrary in the foregoing, Agency may terminate this Agreement immediately if Facility fails to pay Agency any fee, expense or other sum of money when due. Further, upon any termination or the expiration of this Agreement, all sums due Agency shall be remitted by Facility to Agency within 30 days after such termination or expiration.

13. Legal Developments. This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that counsel for such party determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any material provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a substantial risk of such party being deemed in violation of any legal or regulatory requirement applicable to such party as such requirement is interpreted by any agency or instrumentally of federal, state or local government charged with enforcement of such requirement; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes of this Agreement.

14. Indemnification.

(a) Facility shall indemnify and hold harmless Agency against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Agency in defending or compromising actions brought against Agency arising out of or related to the acts or omissions of Facility or its employees in connection with Agency's provision of services under this Agreement or Facility's performance of its duties under this Agreement.

(b) Agency shall indemnify and hold harmless Facility from and against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Facility in defending or compromising actions brought against Facility, its officers, directors, employees, or agents, arising out of or related to the acts or omissions of Agency, Practitioners, or Agency's employees, agents, or contractors in connection with the provision of the Professional Services or the performance of duties by Agency pursuant to this Agreement.

15. Miscellaneous

(a) **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior written or oral statements made with respect hereto.

(b) **Amendments.** This Agreement may be amended at any time and from time to time, but only by a written instrument executed by both parties hereto.

(c) Governing Law; Severability. This agreement shall be construed and enforced pursuant to the laws of the State of New York. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

(d) Assignment. Except as provided to the contrary in this Agreement, the rights and obligations of the parties hereunder may not be assigned or delegated without the prior written consent of the other party.

(e) Effective Date. This Agreement shall be effective for all purposes as of September 1, 2024.

(f) Waivers. No failure or delay to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies specified in this Agreement are not exclusive of any rights or remedies that the parties would otherwise have.

(g) Notices. All notices, consents, statements, requests and demands required or permitted hereunder shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the party at the address set forth below, or at such other address as the party may have designated by written notice to the other party given in accordance with this Section.

If to Agency: Complete OT/PT/SLP Services PLLC
 PO Box 746
 Greenville, New York 12083

If to Facility: Cherry Valley Springfield Central School District
 Route 54
 Cherry Valley, New York 13320
 Attn:

(h) Access to Records. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Agency carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12 month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

(i) **Survival of Warranties.** All representations and warranties made by Facility herein shall survive the termination of this Agreement.

(j) **Headings.** The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

(k) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

(l) **Administrative Services of Agency.** By executing this Agreement, Facility acknowledges and consents to the fact that Agency may contract with third-party administrators from time-to-time to administer the non-clinical aspects of Agency's business.

(m) **Representation by Legal Counsel.** Both parties acknowledge and agree that each party has had the benefit of competent, independent legal counsel and other advisors, and that each party has had an equal right to negotiate the terms and participate in the drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(n) **Certification.** Facility represents and warrants to Agency that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Facility shall notify Agency immediately if this representation and warranty becomes untrue for any period of time during the term of this Agreement.

The Agency represents and warrants to the Facility that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Agency shall notify the Facility immediately if this representation and warranty becomes untrue for any period of time during the term of this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

FACILITY:

Cherry Valley Springfield Central School District

By:

Name: _____

Title: _____

AGENCY:

COMPLETE OT/PT/SLP SERVICES PLLC

By: _____

Name: Jack Prayto

EXHIBIT A

LIST OF PRACTITIONER SERVICES AND FEES

Sept 2024-June 2025

Physical Therapy Services per month two set days per week:

Session to be completed by PTA/PT Supervisor.

\$4,200 Per Month



Agreement between:

Cherry Valley-Springfield School District
597 County Highway 54
Cherry Valley, NY 13320

and:

Achievements, PLLC
623 New Loudon Road
Latham, NY 12110

Date:

July 1, 2024 - June 30, 2025

Achievements, PLLC agrees to provide:

- During the 2024/2025 school year, Achievements will provide Vision Services (TVI) in accordance with each child's Individual Education Plan (IEP) unless otherwise agreed upon by both parties

Terms of Agreement:

- Services will be provided by a NYS certified Vision Specialist
- Provider will adhere to Cherry Valley-Springfield SD documentation procedures and follow NYSED mandated protocol
- Provider will remain an employee of Achievements, PLLC thereby relieving Cherry Valley-Springfield SD of employer/employee obligations such as, but not solely inclusive of, taxes, Workers Comp, NYS Disability & mandated benefits

Terms of Reimbursement:

*virtual

Service	Rate	Rate	Misc
TVI*	\$164/hour (31-60 minutes)	\$125/session (0-30 minutes)	Service or Consult
CVI Range*	\$164/hour (31-60 minutes)	\$125/session (0-30 minutes)	Consult
Wilson Reading*	\$167/hour (30-60 minutes)		Service, Meetings, Consults
Team/IEP Meetings	\$162/hour		
Quarterly Reports*	\$100/child		
Evals/ReEvals*	\$1,200/child		
CVI Evaluation	\$1500/child		
Training/Prep*	\$125/hour		
Onsite requests	\$150/trip		

- Cherry Valley-Springfield SD CSD will be invoiced per IEP approved service. Teacher (TVI) cancelations not billable.
- Included in rate:
 - Indirect services per IEP
 - Session notes (if applicable)
- Not included:
 - Additional meetings requested by Cherry Valley-Springfield SD or client (billed at \$90/half hour; \$120/hour)
 - Services/requests made outside the IEP approved services

Termination:

- Agreement will terminate:
 - On IEP end date
 - Upon written notice (mail or email) given to either party.

Confidentiality:

Policies and procedures for confidentiality should apply throughout the stages of collection, storage, disclosure, and destruction of records; including electronic records.

- Achievements, PLLC agrees to fully comply with all federal, state, and local statutes and regulations that govern privacy and confidentiality of student records and information. Achievements, PLLC also agrees to refrain from re-disclosing or using for any purpose, other than the performance of its duties hereunder, any student information or records obtained in furtherance of its duties hereunder.
- All individuals employed by Achievements, PLLC are responsible for ensuring the confidentiality of personally identifiable information in records, including electronic records.
- All records containing personally identifiable information must be maintained in secure locations, including when records are disposed of, stored off-site and during retrieval. Records transported must be secured and confidentiality maintained when in the possession of staff off-site.
- Records that require disposal must be shredded.
- Only individuals who collect or use information for the *express purposes of facilitating the child/family's participation in the child's Program* are authorized to routinely access the child's record.
- Individuals authorized to routinely access records must be informed about, and required to adhere to, the confidentiality policies and procedures and must adhere to requirements that protect records containing sensitive information.
- Because the Medicaid status of children is unknown to providers, Medicaid requirements must be adhered to, including preparing and maintaining contemporaneous records.

Non-Solicitation:

- Achievements, PLLC acknowledges that any caseload to whom we may render services during the course of this Agreement, regardless of the manner in which they first came to Achievements, PLLC for services, are the caseload of Cherry Valley-Springfield SD. Achievements, PLLC shall not acquire proprietary, ownership or other right in or to such caseload and in the goodwill associated with them. Achievements, PLLC further agrees that, upon termination of this Agreement, Achievements, PLLC shall not solicit any such caseload and that such caseload shall remain the caseload of Cherry Valley-Springfield SD. In the same manner, while under the guidelines of this Agreement, the provider is an employee of Achievements, PLLC and shall remain so. Cherry Valley-Springfield SD agrees to honor the relationship and agrees not to solicit the employee in any manner while this Agreement is in effect, and for one year thereafter.

Cherry Valley-Springfield SD

Date

Achievements, PLLC

Date


Bonnie Georgi

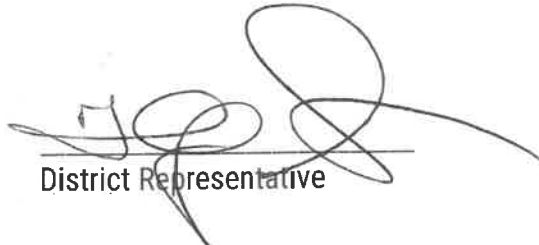
Certified School Psychologist

31 Southerland Road
Savannah, GA 31411
(607) 435-5266
bcgeorgi@gmail.com

This agreement is entered into as of _____ between the Cherry Valley-Springfield Central School District (hereafter, "the District") and Bonnie Georgi (hereafter, Ms. Georgi).

1. **Independent Contractor:** Subject to the terms and conditions of this agreement, the District hereby engages Ms. Georgi as an independent contractor to perform school psychology services set forth herein, and Ms. Georgi hereby accepts such engagement.
2. **Services Performed by the Contractor:**
 - a. Completion of routine re-evaluations for the CSE at a per student rate of \$400.00 plus any additional fee for specialized components at a rate of \$50.00 per component.
 - b. Completion of initial evaluations at a per student rate of \$400.00 plus any additional fee for specialized components at a rate of \$50.00 per component.
 - c. Per diem services as requested by the District at a rate of \$325.00, or an hourly rate of \$50.00 per hour.
3. **Term:** This engagement shall commence on July 1, 2024 and shall continue in full force and be in effect until June 30, 2025.
4. **Insurance:** Ms. Georgi will provide the District evidence of professional liability insurance.
5. **Benefits:** Ms. Georgi will not be entitled to any benefits through the District, including but not limited to insurance, leave days or retirement benefits.
6. **Billing:** Ms. Georgi will provide the District with itemized bills for services rendered and the District will complete payment of those bills upon receipt.
7. **Entire Understanding:** This document constitutes the entire understanding and agreement between the District and Ms. Georgi, and supersedes all prior understandings, agreements and documentation relating to the subject matter. Any modifications to the Agreement must be in writing and signed by both parties with 30 days notice.


Bonnie Georgi


District Representative

RELATED SERVICE AGREEMENT

This AGREEMENT made this 10th day of July 2024 by and between CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT (the "District") Board of Education and Sandra Preston, who resides at 1696 Co. Hwy. 50 Cherry Valley, NY 13320 and is the owner and sole employee of Starting Gait Physical Therapy, PLLC

WHEREAS, the District's Board of Education is required to provide therapy services to students identified by the District's Committee on Special Education ("CSE") to be in need of such related services; and

WHEREAS, Therapist is duly licensed by the State of New York to provide physical therapy services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Therapist will provide physical therapy evaluations and physical therapy services during the 2024 summer and the 2024-2025 school year for those student(s) identified by the District's CSE to be in need of such services in the amount and frequency as listed on the IEP for each of those students. Such therapy services shall be appropriate to the needs of those students and shall address the annual goals contained within the IEP for each student served. Therapist will submit to the District on at least a quarterly basis during the 2024 summer and the 2024-2025 school year written progress reports prepared and signed by the Therapist. For Medicaid eligible student's, Therapist will provide documentation to the District in the time and form required to obtain Medicaid reimbursement for such services.
2. Therapist warrants and represents that she is properly licensed, certified and/or registered as required by the law of the State of New York to provide the services required by this Agreement. The services rendered under this Agreement shall conform to current accepted professional standards and skills for such services.
3. Therapist shall observe all applicable laws and requirements relating to the confidentiality of records and personally identifiable information relative to the services provided pursuant to this Agreement.
4. Therapist shall maintain liability insurance consistent in terms and amounts with the requirements of the County of Otsego during the term of this Agreement. The District, its Board of Education, employees, officers, and agents shall be named as Additional Insureds under this policy.
5. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party; provided however, that failure of Therapist to comply with any of the terms,

conditions, or requirements expressed in this Agreement shall constitute a material breach of the Agreement and shall entitle the District's Board of Education to terminate the Agreement immediately upon delivery of written notice of termination to Therapist.

6. For services rendered by Therapist to the District under the terms of this Agreement, the District's Board of Education will pay Therapist as follows:
One Hundred (120.00) dollars per sixty (60) minute session.
7. It is understood and agreed that at all times for all purposes hereunder, Therapist is an independent contractor and is not an employee of the District. Therapist shall not make any claim, demand, or application for any right, privilege, or benefit applicable to an employee of the District, including but not limited to worker's compensation, unemployment insurance benefits, social security coverage, or retirement membership coverage. The District will not withhold from the fee payments to Therapist any sums for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Therapist understands and agrees that such insurance and tax payments are the sole responsibility of Therapist.

Board of Education President
Cherry Valley-Springfield Central School District

Starting Gait Physical
Therapy, PLLC
Sandra Preston, Physical
Therapist



Tina N. Caswell, MS, CCC-SLP
AAC Consultation and Therapy Services
Contract
(607) 242-1124

Agreement, made this June 27, 2024 between Tina N. Caswell, MS, CCC-SLP Speech- Language Pathologist, of 6 Denver Court, E. Endicott, NY and agrees to the following: Cherry Valley-Springfield Central School District.

1. **Services to be performed:** Augmentative and Alternative Communication (AAC) consultation services for
2. **Schedules:** Consultation services will be provided by Tina N. Caswell, MS, CCC-SLP, licensed Speech-Language Pathologist.
3. **Period of agreement:** This contract shall be effective for the 2024-2025 school year or until termination by either party, in writing, as described below. This contract shall cover services to be performed during the 2024-2025 school year. If the District or Tina Caswell wishes to terminate the contract, 30 days prior written notice must be provided to the other party. Further changes to the contract may be requested in writing and initialed by both parties.
4. **Payment:** In consideration of Tina Caswell rendering services pursuant to this agreement, the Cherry Valley-Springfield Central School District will pay the rate of \$100.00 per hour for services rendered for therapist services including clinical observations, travel, direct client contact, consultation with team members (including family members) and written documentation.
5. **Confidential and Proprietary Information:** It is understood that as a result of this contract, Tina Caswell will be dealing with confidential and proprietary information of both and its clients. Tina Caswell agrees to respect the confidentiality of information regarding the Cherry Valley-Springfield Central School District and its clients and agrees not to disclose to anyone directly or indirectly any such information.
6. **Non-Discrimination:** Tina Caswell agrees not to discriminate based on race, color, national origin, religion, ethnic group, religious practice, weight, marital status, military status, sex, age, sexual orientation, gender identity, disability or predisposing genetic characteristic in its employment practices and/or with respect to rendition of services provided under this contract.

7. By signing this agreement, Tina N. Caswell certifies that she can legally provide services for the Cherry Valley-Springfield Central School District as a licensed Speech-Language Pathologist.

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year written below.

School District:

**President of the Board of Education School
District**

Date

Tina N. Caswell, MS, CCC-SLP
Licensed Speech-Language Pathologist
#007491

Date

RELATED SERVICE AGREEMENT

This AGREEMENT made this 10th day of July 2024, by and between CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT (the "District") Board of Education and Jacqueline Marsh, who resides at 1893 Gorton Lake Rd, West Edmeston, NY

WHEREAS, the District's Board of Education is required to provide therapy services to students identified by the District's Committee on Special Education ("CSE") to be in need of such related services; and

WHEREAS, Therapist is duly licensed by the State of New York to provide speech therapy services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Therapist will provide speech therapy services during the 2024 summer for those student(s) agreed upon and identified by the District's CSE to be in need of such services in the amount and frequency as listed on the IEP for each of those students. Such therapy services shall be appropriate to the needs of those students and shall address the annual goals contained within the IEP for each student served.
2. Therapist warrants and represents that she is properly licensed, certified and/or registered as required by the law of the State of New York to provide the services required by this Agreement. The services rendered under this Agreement shall conform to current accepted professional standards and skills for such services.
3. Therapist shall observe all applicable laws and requirements relating to the confidentiality of records and personally identifiable information relative to the services provided pursuant to this Agreement.
4. Therapist shall maintain liability insurance consistent in terms and amounts with the requirements of the County of Otsego during the term of this Agreement. The District, its Board of Education, employees, officers, and agents shall be named as Additional Insureds under this policy.
5. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party; provided however, that failure of Therapist to comply with any of the terms, conditions, or requirements expressed in this Agreement shall constitute a material breach of the Agreement and shall entitle the District's Board of Education to terminate the Agreement immediately upon delivery of written notice of termination to Therapist.
6. For services rendered by Therapist to the District under the terms of this Agreement, the District's Board of Education will pay Therapist as follows:
Sixty Five (65.00) dollars per thirty (30) minute session.

7. It is understood and agreed that at all times for all purposes hereunder, Therapist is an independent contractor and is not an employee of the District. Therapist shall not make any claim, demand, or application for any right, privilege, or benefit applicable to an employee of the District, including but not limited to worker's compensation, unemployment insurance benefits, social security coverage, or retirement membership coverage. The District will not withhold from the fee payments to Therapist any sums for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Therapist understands and agrees that such insurance and tax payments are the sole responsibility of Therapist.

Board of Education President
Cherry Valley-Springfield Central School District

Jacqueline Marsh
Speech Therapist

Otsego County Chapter of NYSARC, Inc.

**The Arc Otsego
35 Academy Street
P.O. Box 490
Oneonta, NY 13820**

607-432-8595 - Fax 607-433-8430

**CONTRACTUAL AGREEMENT FOR PROVISION OF SERVICE TO THE CHERRY
VALLEY-SPRINGFIELD CENTRAL SCHOOL
FOR THE 2024/2025 SCHOOL YEAR**

School:

Name: Cherry Valley-Springfield Central School

Address: 579 Co. Hwy 54
PO Box 485
Cherry Valley, New York 13320

Phone: (607) 264-3265

Contact Person: Samantha Seamon

E-Mail: sseamon@cvscsd.org

Service: Transition Services

Agreement: It is agreed and understood that The Arc Otsego, hereafter referred to as the Agency, will provide transition services in accordance with the following terms and conditions for Cherry Valley-Springfield Central School also referred to as the School. Services will be individually based for each student. Examples of services available include interest assessment, job shadowing, soft skills training, community-based assessments, interviewing techniques, and application preparation.

Services may be provided at the school, at The Arc Otsego, or at a site in the community. Transportation for services will be decided upon on an individual basis and will be mutually agreed upon between the Agency and the School. School transportation will be utilized whenever possible.

The School will be responsible for providing a room or area for the Agency to meet with student(s). The School will provide feedback to the Agency at least once per semester. The Agency will develop a plan for the provision of services to each student receiving transition services. The Agency will provide documentation on the services provided for each student, including student progress, needs, and recommendations.

The School agrees to notify the Agency as early as possible if a student will not be available. The Agency agrees to notify the School as early as possible if a transition specialist will not be available.

Dates of Agreement: This agreement is effective for the 2024-2025 school year, and may be terminated by either party upon notification of the other by written notice 60 days prior to the termination or modification of services. The 60-day notification can be waived upon mutual agreement of both parties.

Rates and Terms of Compensation:

10 individual hours @ \$90 per hour for the school year totaling \$900.00

Reporting & Scheduling: The Agency contact for the School for transition services is the Employment Services Manager, whose office is located at The Arc Otsego, 102 Browne Street, Oneonta, NY 13820 and who is available by phone at 607-353-0429 or email paulinos@arcotsego.org.

Billing Procedures: It shall be the responsibility of The Arc Otsego to submit an invoice to the School on The Arc Otsego letterhead that includes the individual's services were provided to, hours broken down by individual and charges by individual. All invoices will be submitted twice per school year in a timely manner following December 31 and June 30. Payment will be made by the School within thirty days of receipt and mailed to The Arc Otsego Business Office, P. O. Box 490, Oneonta, NY 13820.

Other Terms and Conditions:

Both the Agency and the School agree to provide services in accordance with all federal, state, and local regulations and laws.

Both the Agency and the School agree that the Agency is a "covered entity," as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The services rendered by the Agency may be "health care" as defined by HIPAA, which would make the information about participating students that is generated, maintained, or modified by the Agency "protected health information." Both the Agency and the School acknowledge that the Agency cannot disclose protected health information to a non-health care provider without the participating student (or parent/guardian of a minor) signing an authorization that is compliant with HIPAA.

As part of the initial intake and screening process, the Agency will ask each potential participating student (or parent/guardian of a minor) to sign an authorization that will permit the Agency to share relevant information with the School. Under HIPAA, the Agency may not make participation in the transition program conditional on the signing of an authorization. Accordingly, if a student refuses to authorize the disclosure of information, the Agency and the School shall agree on what information constitutes the minimum necessary to justify payment. Submission of that information shall satisfy the requirements of this agreement.

The Agency and the School agree to report to each other any event encountered in the course of performance of this agreement that results in injury to the person or property of third parties, or which may otherwise subject the Agency or School to liability. Events shall be reported immediately upon discovery. Reporting does not excuse or satisfy any obligation of either party to report any event to law enforcement or other entities under the requirements of any applicable law.

The School is subject to the compliance program of the Agency and this contractual agreement will be terminated for failure to adhere to its requirements.

The Agency and the School agree to hold each other, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this agreement. This does not require either party to be responsible for or defend against claims or damages arising solely from errors or omissions of the Agency or the School, their officers, agents, or employees.

AGENCY

Otsego County Chapter of NYSARC, Inc.
dba The Arc Otsego

By: 
Todd Hansen
Executive Director

Date: 6/28/24

SCHOOL

Cherry Valley-Springfield Central School

By: _____

Print Name: _____

Date: _____

SCHOOL DISTRICT RECORDS

It is the policy of the Board of Education to inform members of the public about the administration and operation of the public schools in accordance with the Freedom of Information Law of the State of New York.

The Superintendent of Schools will develop regulations, to be adopted by the Board, ensuring compliance with the Freedom of Information Law and setting forth the procedures to be followed to obtain access to district records, and submit such regulations to the Board for approval. Such regulations will address ensuring applicable confidentiality and security of district information, including the protection of student and teacher/principal personally identifiable information in conformance with state Education Law §2-d and regulations 8 NYCRR Part 121. The Superintendent will designate, with Board approval, a Records Access and Records Management Officer, pursuant to law.

Retention and Destruction of Records

The Board hereby adopts the Records Retention and Disposition Schedule LGS-1 issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, which contains the legal minimum retention periods for district records. In accordance with Article 57-A, the district will dispose of only those records described in the schedule after they have met the minimum retention periods set forth in the schedule. The district will dispose of only those records that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond the established legal minimum periods.

The manner of destruction will be determined by the format of the record (i.e., paper, digital, etc.). In addition, destruction will be appropriately documented.

Litigation-Hold

The Superintendent will establish procedures in the event that the school district is served with legal papers. The Superintendent will communicate with applicable parties, including the school attorney and the records management official, to ensure that, when appropriate, a litigation-hold is properly implemented. The litigation-hold is intended to prevent the destruction or disposal of records that may need to be produced as part of discovery. It is the intention of the Board of Education to comply with applicable rules and regulations regarding the production of necessary documents, data, files, etc. The Board directs the Superintendent to institute such procedures to implement this policy.

The Superintendent or designee, with assistance from the Records Management Officer, is responsible for developing and disseminating department-specific retention schedules and guidance to staff, as necessary, to ensure adherence to this policy.

Cross-ref:

5500, Student Records

8630, Computer Resources and Data Management

8635, Information and Data Privacy, Security, Breach and Notification

Ref:

Public Officers Law §84 *et seq.* (Freedom of Information Law)

Education Law §§2-d; 2116

Arts and Cultural Affairs Law §57.11

Arts and Cultural Affairs Law Article 57-A (Local Government Records Law)

Federal Rules of Civil Procedure, 16, 26

8 NYCRR §185.15 (8 NYCRR Appendix L) – Records Retention and Disposition Schedule LGS-1 for New York Local Government Records; Part 121

21 NYCRR Part 1401

Adoption date:

Adoption Date:

Classification:

Revised Dates: ; **04.24, 07.10.2024**

SCHOOL DISTRICT RECORDS REGULATION

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 the District Clerk, who will:
 - 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.
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 ~~shall~~ 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

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 the District Office during the hours of 9-4 on any business day on which the district offices are open. Records may also be requested via e-mail at the following address: of the District Clerk. 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

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 themselves.

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

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 list by subject matter of all records in the possession of the school district, whether or not available under the law. 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, 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 will ensure that measures are put in place to preserve applicable records.

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GRADUATION CEREMONIES

The graduation or commencement ceremony is a time to celebrate the honors and achievements of the graduating class. The Board of Education will establish the date for graduation ceremonies, while the administration will determine the place and program details, including attire. Academic and other awards and scholarships may be presented along with diplomas. Speakers may be selected from among the graduating class or others.

Participation in the graduation ceremony and related activities will be predicated on satisfactory completion of all graduation requirements, or as otherwise described in this policy. Exceptions may be made under extraordinary circumstances with the permission of the Superintendent of Schools. Students who have earned either a Career Development and Occupational Studies Commencement Credential (CDOS) or Skills and Achievement Commencement Credential (SACC) - without meeting the requirements for a high school diploma by the time their ninth-grade cohort reaches graduation may, but are not required to, participate in that graduation ceremony and related activities.

However, students may be denied participation in the graduation ceremony and related activities as a consequence of violations of the Code of Conduct. The Building Principal may set other rules and conditions for participation in the graduation ceremony and related activities. All such rules will be provided to students and parents/guardians in advance. Students who have met the requirements for a diploma but are barred from participating in the graduation ceremony will be given their diplomas separately.

Students with disabilities who have attended high school for four years, but who have not met the requirements for a CDOS/SACC/high school diploma, may participate in the graduation ceremony and related activities with their ninth-grade cohort, and receive a certificate of attendance and/or course completion and any other awards they have earned. Such students who subsequently meet the requirements for a CDOS, SACC, or high school diploma may participate in the graduation ceremony of that graduating class. Students with disabilities who have not previously participated in a graduation ceremony may do so at the end of their final year in school.

Students who participate in the graduation ceremony by earning only a CDOS or SACC, who subsequently meet the requirements for either a Regents or local high school diploma, may participate in the graduation ceremony of that graduating class as well.

Students with disabilities receiving services pursuant to the Individuals with Disabilities Education Act who earn a CDOS or SACC without receiving a diploma are entitled to continue their educational programs until their 22nd birthday, or until receipt of a Regents or local high school diploma, whichever comes first.

The Board directs the Superintendent to develop regulations to implement this policy, to be adopted by the Board. The district will provide annual written notice to all students and their parents/guardians of the requirements of this policy and associated regulations.

Cross-ref:

4321, Programs for Students with Disabilities Under the IDEA and New York's Education Law Article 89
4321.9, Declassification of Students with Disabilities
4773, Diploma and Credential Options for Students with Disabilities
5300, Code of Conduct

Ref:

Education Law §3204(4-b)
8 NYCRR §§100.2(o); 100.5; 100.6
A.R. v. Connecticut State Board of Education, 5 F.4th 155 (2021)

Formal Opinion of Counsel No. 242 (7/6/2023), NYSED

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STUDENT RECORDS

The Board of Education recognizes its legal responsibility to maintain the confidentiality of student records. As part of this responsibility, the Board will ensure that eligible students and parents/guardians have the right to inspect and review education records, the right to seek to amend education records and the right to have some control over the disclosure of information from the education record. The procedures for ensuring these rights will be consistent with state and federal law, including the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations.

The Board also recognizes its responsibility to ensure the orderly retention and disposition of the district's student records in accordance with Schedule LGS-1 as adopted by the Board in policy 1120

The district will use reasonable methods to provide access to student educational records only to those authorized under the law and to authenticate the identity of the requestor. The district will document requests for and release of records, and retain the documentation in accordance with law. Furthermore, pursuant to Education Law §2-d ("§2-d") and its implementing regulations 8 NYCRR Part 121 ("Part 121"), the district will execute agreements with third-party contractors who collect, process, store, organize, manage or analyze student personally identifiable information (PII) to ensure that the contractors comply with the law in using appropriate means to safeguard the data.

Additionally, pursuant to §2-d and Part 121 the district will only use or disclose student personally identifiable information (including directory information described below) if it benefits students and the district (e.g., improves academic achievement, empowers parents and students with information, and/or advances efficient and effective school operations), except for disclosure required by federal law of the names, addresses and telephone numbers of secondary students to the military and institutions of higher education.

The Superintendent of Schools is responsible for ensuring that all requirements under law and the Commissioner's regulations are carried out by the district.

Definitions

Authorized Representative: an authorized representative is any individual or entity designated by a State or local educational authority or a Federal agency headed by the Secretary, the Comptroller General or the Attorney General to carry out audits, evaluations, or enforcement or compliance activities relating to educational programs.

Education Record: means those records, in any format, directly related to the student and maintained by the district or by a party acting on behalf of the district, except:

- a. records in the sole possession of the individual who made it and not accessible or revealed to any other person except a substitute (e.g. memory joggers);
- b. records of the district's law enforcement unit;
- c. grades on peer-graded papers before they are collected and recorded by a teacher.

Eligible student: a student who has reached the age of 18 or is attending postsecondary school.

Legitimate educational interest: a school official has a legitimate educational interest if they need to review a student's record in order to fulfill their professional responsibilities.

Personally identifiable information (PII): as it pertains to students, is information that, alone or in combination, would allow a reasonable person in the school or its community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Such data includes, but is not limited to, a student's: name, address, date and place of

birth, mother's maiden name, family member's name and address, social security number, student identification number, a biometric record, etc. This term is fully defined in federal regulations at 34 CFR section 99.3. The State Chief Privacy Officer has determined that student and parent phone numbers are considered PII.

School official: a person who has a legitimate education interest in a student record who is employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a member of the Board of Education; a person or company with whom the district has contracted to perform a special task (such as attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as disciplinary or grievance committee, or assisting another school official performing their tasks.

Third party contractor: is any person or entity, other than an educational agency (which includes schools, school districts, BOCES, or the State Education Department), that receives student or teacher/principal PII from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. This includes educational partnership organizations that receive student or teacher/principal PII from a school district to carry out responsibilities under Education Law §211-e (for persistently lowest-achieving schools or schools under registration review) and is not an educational agency. This also includes not-for-profit corporations or other nonprofit organizations, other than an educational agency.

Annual Notification

At the beginning of each school year, the district will publish a notification that informs parents, guardians and students currently in attendance of their rights under FERPA and New York State Law and the procedures for exercising those rights. A 'Parents' Bill of Rights for Data Privacy and Security' will be posted on the district website and included in any agreements with third-party contractors. (see 8635-E) The notice and 'Bill of Rights' may be published in a newspaper, handbook or other school bulletin or publication. The notice and 'Bill of Rights' will also be provided to parents, guardians, and students who enroll during the school year.

The notice and Parents' Bill of Rights will include a statement that the parent/guardian or eligible student has a right to:

1. inspect and review the student's education records;
2. request that records be amended to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy rights;
3. consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent; and
4. file a complaint with the United States Department of Education alleging failure of the district to comply with FERPA and its regulations; and/or file a complaint regarding a possible data breach by a third party contractor with the district and/or the New York State Education Department's Chief Privacy Officer for failure to comply with state law.

The annual notice and Parents' Bill of Rights will inform parents/guardians and students:

1. that it is the district's policy to disclose personally identifiable information from student records, without consent, to other school officials within the district whom the district has determined to have legitimate educational interests. The notice will define 'school official' and 'legitimate educational interest.'
2. that, upon request, the district will disclose education records without consent to officials of another school district in which a student seeks to or intends to enroll or is actually enrolled.
3. that personally identifiable information will be released to third party authorized representatives for the purposes of educational program audit, evaluation, enforcement or compliance purposes.
4. that the district, at its discretion, releases directory information (see definition below) without prior consent, unless the parent/guardian or eligible student has exercised their right to

- prohibit release of the information without prior written consent. The district will not sell directory information.
5. that, upon request, the district will disclose a high school student's name, address and telephone number to military recruiters and institutions of higher learning unless the parent or secondary school student exercises their right to prohibit release of the information without prior written consent.
 6. of the procedure for exercising the right to inspect, review and request amendment of student records.
 7. that the district will provide information as a supplement to the 'Parents' Bill of Rights' about third parties with which the district contracts that use or have access to personally identifiable student data.

The district may also release student education records, or the personally identifiable information contained within, without consent, where permitted under federal and state law and regulation. For a complete list of exceptions to FERPA's prior consent requirements see accompanying regulation 5500-R, Section 5.

The district will effectively notify parents, guardians and students who have a primary or home language other than English.

In the absence of the parent or secondary school student exercising their right to opt out of the release of information to the military or institutions of higher education, the district is required to, under federal law, release the information indicated in number five (5) above.

Directory Information

The district has the option under FERPA of designating certain categories of student information as "directory information." The Board directs that "directory information" include a student's:

- Name
- Major course of study
- Participation in school activities or sports
- Degrees and awards received
- Grade level
- Enrollment status

Information about a homeless student's living situation will be treated as a student educational record, and will not be deemed directory information. A parent/guardian or eligible student may elect, but cannot be compelled, to consent to release of a student's address information in the same way they would for other student education records. The district's McKinney-Vento liaison will take reasonable measures to provide homeless students with information on educational, employment, or other postsecondary opportunities and other beneficial activities.

Social security numbers or other personally identifiable information will not be considered directory information.

Once the proper FERPA notification is given by the district, a parent/guardian or student will have 14 days to notify the district of any objections they have to any of the "directory information" designations. If no objection is received, the district may release this information without prior approval of the parent/guardian or student for the release, as long as such release is permitted by §2-d and Part 121. Once the student or parent/guardian provides the "opt-out," it will remain in effect after the student is no longer enrolled in the school district.

The district may elect to provide a single notice regarding both directory information and information disclosed to military recruiters and institutions of higher education.

Cross-ref:

1120, School District Records

4321, Programs for Students with Disabilities Under IDEA and Part 89

4532, School Volunteers
5550, Student Privacy
5151, Homeless Children
8635, Information and Data Security, Breach and Notification

Ref:

Family Educational Rights and Privacy Act, as amended, 20 USC 1232g; 34 CFR Part 99
Elementary and Secondary Education Act, as amended, 20 USC §7908 (Military Recruiter Access)
10 USC §503 as amended by §544 of the National Defense Reauthorization Act for FY 2002
Education Law §§ 2-a; 2-b; 2-c; 2-d; 225;
Public Officers Law §87(2)(a)
Arts and Cultural Affairs Law, Article 57-A (Local Government Records Law)
8 NYCRR Part 121 (Data Privacy)
8 NYCRR §185.15 (Appendix L), Records Retention and Disposition Schedule LGS-1 for New York Local Government Records
"Guidance for Reasonable Methods and Written Agreements,"
http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf
Parents' Bill of Rights for Data Privacy and Security, July 29, 2014:
<http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>
Family Policy Compliance Office/Student Privacy Policy Office website:
<http://www2.ed.gov/policy/gen/guid/fpco/index.html>

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STUDENT RECORDS REGULATION

It is recognized that the confidentiality of student records must be maintained. The terms used in this regulation are defined in the accompanying policy. The following necessary procedures have been adopted to protect the confidentiality of student records.

Section 1. Pursuant to the Family Educational Rights and Privacy Act (FERPA) and state law it is the policy of this school district to permit parents/guardians and eligible students to inspect and review any and all official records, files and data directly related to that student, including all materials that are incorporated into each student's cumulative record folder.

The rights created by FERPA and state law transfer from the parents/guardians to the student once the student attains eligible student status. However, districts can disclose information to parents of eligible students under certain circumstances, including when the student is a dependent under the IRS tax code, when the student has violated a law or the school's rules regarding alcohol or substance abuse (and the student is under 21); when the information is needed to protect the health or safety of the student or other individuals.

Section 2. Parents/guardians or the eligible student will have an opportunity for a hearing to challenge the content of the student's school records, to insure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

Section 3. A letter will be sent annually to parents/guardians of students currently in attendance and students currently in attendance informing them of their rights pursuant to FERPA and state law, and will include a Parents' Bill of Rights. See Exhibits 5500-E.1 and 8635-E. The district will effectively notify parents, guardians and students who have a primary or home language other than English.

Section 4. To implement the rights provided for in sections 1 and 2, the following procedures are adopted:

1. A parent/guardian or an eligible student who wishes to inspect and review student records must make a request for access to the student's school records, in writing, to the Building Principal. Upon receipt of such request, once the district verifies the identity of the parent/guardian or eligible student, arrangements will be made to provide access to such records within 45 days after the request has been received. If the record to which access is sought contains information on more than one student, the parent/guardian or eligible student will be allowed to inspect and review only the specific information about the student on whose behalf access is sought.
 - a. Before providing access to student records, the district will verify the identity of the parent/guardian or eligible student.
 - b. The district may provide the requested records to the parent/guardian or eligible student electronically, as long as the parent/guardian or eligible student consents. The district will transmit personally identifiable information (PII) electronically in a way that maintains its confidentiality, using safeguards such as encryption and password protection.
2. A parent/guardian or an eligible student who wishes to challenge the contents of the student's school records must submit a request, in writing, to the Building Principal identifying the record or records which they believe to be inaccurate, misleading or otherwise in violation of the privacy or other rights of the student together with a statement of the reasons for their challenge to the record.
3. Upon receipt of a written challenge, the Building Principal will provide a written response indicating either that they:

- a. finds the challenged record inaccurate, misleading or otherwise in violation of the student's rights and that the record will be corrected or deleted; or
 - b. finds no basis for correcting or deleting the record in question, but that the parent/guardian or eligible student will be given an opportunity for a hearing. The written response by the Building Principal will be provided parent/guardian or eligible student within 14 days after receipt of the written challenge. The response will also outline the procedures to be followed with respect to a hearing regarding the request for amendment.
4. Within 14 days of receipt of the response from the Building Principal, a parent/guardian or eligible student may request, in writing, that a hearing be held to review the determination of the Building Principal.
5. The hearing will be held within 10 days after the request for the hearing has been received. The hearing will be held by the Superintendent of Schools, unless the Superintendent has a direct interest in the outcome of the hearing, in which case the Superintendent will designate another individual who does not have a direct interest in the outcome of the hearing to hold the hearing.
6. The parent/guardian or eligible student will be given a full and fair opportunity to present evidence at the hearing. The parent/guardian or eligible student may, at their own expense, be assisted or represented by one or more individuals of their own choice, including an attorney.
7. The Superintendent or other individual designated by the Superintendent will make a decision in writing within 14 days after the hearing.
8. After the hearing, if the Superintendent or the individual designated by the Superintendent decides not to amend the record, the district will inform the parent/guardian or eligible student that they have the right to place a statement in the record commenting on the contested information or stating why they disagree with the decision of the district. Any statement placed in the record will be maintained with the contested part of the student record for as long as the record is maintained. Further, the statement will be disclosed by the district whenever it discloses the portion of the record to which the statement relates.

Section 5. Except to the extent that FERPA authorizes disclosure of student records without consent, student records, and any material contained therein which is personally identifiable, are confidential and will not be released or made available to persons other than parents/guardians or eligible students without the prior written consent of the parents/guardians or eligible student.

Exceptions to FERPA's prior consent requirement include, but are not limited to disclosure:

1. To other school officials within the district who have been determined to have legitimate educational interests.
2. To officials of another school, school system or post secondary institution where the student seeks or intends to enroll.
3. To authorized representatives of the Comptroller General of the United States, the U.S. Secretary of Education, the U.S. Attorney General, or state and local education authorities in connection with an audit or evaluation of a federal- or state-supported education program or in compliance with legal requirements related to those programs.
4. In connection with the student's application for or receipt of financial aid.
5. To state and local officials or authorities in compliance with state law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are being released.
6. To organizations conducting studies for, or on behalf of, education agencies or institutions, in order to develop tests, administer student aid, or improve instruction.
7. To accrediting organizations to carry out their accrediting functions.
8. To parents of a dependent student, as defined by the Internal Revenue Code.
9. To comply with a judicial order or lawfully issued subpoena, including ex parte court orders under the USA Patriot Act. Prior to complying with a judicial order or subpoena, the district will make a reasonable effort to notify the parent/guardian or eligible student, unless the district has been ordered not to disclose the existence or content of the order or subpoena, or unless the parent is the subject of a court proceeding involving child dependency or child abuse and neglect matters, and the order is issued in context of that proceeding.

10. In connection with a health or safety emergency, the district will disclose information when, taking into account the totality of circumstances, a determination is made that there is an articulable and significant threat to the health or safety of the student or other individuals.
11. To teachers and school officials in other schools who have legitimate educational interests in the behavior or the student when the information concerns disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community.
12. To provide information that the district has designated as "directory information."
13. To provide information from the school's law enforcement unit records.
14. To a court, when the district is involved in legal action against a parent or student, those records necessary to proceed with the legal action.
15. To the U.S. Secretary of Agriculture, its authorized representatives from the Food and Nutrition Service, or contractors acting on its behalf, to monitor, evaluate and measure performance of federally-subsidized school food programs subject to certain privacy protections.
16. To any caseworker or representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan, where the agency or organization is legally responsible for the care and protection of the student, not to be redisclosed except as permitted by law.

However, even if the district is permitted under FERPA to release student information (including directory information), state Education Law §2-d and regulations 8 NYCRR Part 121 only permit the district to use or disclose student PII if it benefits students and the district (e.g., improves academic achievement, empowers parents and students with information, and/or advances efficient and effective school operations), except for disclosure required by federal law of the names, addresses and telephone numbers of secondary students to the military and institutions of higher education. The Superintendent, the district's Data Protection Officer, and the district's attorney, if necessary will assist in determining whether complying with a request for student PII can be done in conformance with the law.

The district will use reasonable methods to provide access to student educational records to only those authorized under the law and to authenticate the identity of the requestor. The district will use an array of methods to protect records, including physical controls (such as locked cabinets), technological controls (such as role-based access controls for electronic records, password protection, firewalls, encryption), and administrative procedures. The district will document requests for and release of records, and retain the documentation in accordance with law.

If the district enters into a contract with a third party that calls for receipt of student PII by the contractor, the agreement will include a data security and privacy plan that includes a signed copy of the Parents' Bill of Rights and addresses the following, among other contractual elements:

1. training of vendor employees regarding confidentiality requirements;
2. limiting access to PII to those individuals who have a legitimate educational interest or need access to provide the contracted services;
3. prohibiting the use of PII for any other purpose than those authorized under the contract
4. prohibiting the disclosure of PII without the prior written consent of the parent/guardian or eligible student, unless it is to a subcontractor in carrying out the contract, or unless required by statute or court order, in which case they must provide notification to the district (unless notice is prohibited by the statute or court order)
5. maintaining reasonable administrative, technical and physical safeguards to protect PII
6. using encryption technology to protect PII while in motion or in its custody to prevent unauthorized disclosure;
7. breach and notification procedures.

The district will, via written agreements, designate authorized representatives who have access to educational records. The written agreement will specify how the work falls within the exception, what personally identifiable information is to be disclosed, how the educational record will be used, and that the records will be destroyed by the authorized representative once they are no longer needed for that purpose or the agreement expires.

Section 6. Whenever a student record or any material contained therein is to be made available to third persons, other than those covered by the exceptions authorized by FERPA, the parent/guardian or eligible student must file a written consent to such action. The written consent must specify the records to be released, the reasons for such release, and to whom. If the parent or eligible student so requests, the district will provide them with a copy of the records disclosed. In addition, if the parent of a student who is not an eligible student so requests, the district will provide the student with a copy of the records disclosed.

Section 7. Unless specifically exempted by FERPA, all persons requesting access to such records will be required to sign a written form which indicates the legitimate educational interest that such person has in inspecting the records. Such form will be kept with the student's file and will be maintained with the student's file as long as the file is maintained.

Additional Rights Under New York State Law Related to the Protection of Student Data and Third-Party Contractors

New York State Law offers parents additional rights beyond FERPA in regard to third party contractors and student PII. The district will post on its website and distribute a 'Parents' Bill of Rights for Data Privacy and Security.' The 'Parents' Bill of Rights' will establish the following:

- Educational purpose: The use of student personally identifiable information (PII) is for educational or related purposes only.
- Transparency: Disclosure of third party contracts and their privacy provisions.
- Authorization: Assurance that proper authorization will be secured prior to the release of PII
- Security: A description of the measures in place to protect PII, without compromising the security plan.
- Data Breach Notification: An explanation of the procedures in the event of a data breach.
- Complaint Procedure: The district offers a complaint procedure in the event that a parent suspects a breach of student data by a third party contractor and provides information about lodging a complaint with the New York State Education Department's Chief Privacy Officer.

See policy 8635 (and regulation 8635-R), Information and Data Privacy, Security, Breach and Notification for more information on data security and breaches of PII, and 8635-E for the Parent's Bill of Rights for Data Privacy and Security.

Retention and Disposition of Student Records

The Board has adopted the Records Retention and Disposition Schedule LGS-1 issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, which contains the legal minimum retention periods for district records. The Board directs all district officials to adhere to the schedule and all other relevant laws in retaining and disposing of student records. In accordance with Article 57-A, the district will dispose of only those records described in the schedule after they have met the minimum retention periods set forth in the schedule. The district will dispose of only those records that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond the established legal minimum periods.

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STUDENT PRIVACY

The Board recognizes its responsibility under the federal Protection of Pupil Privacy Rights Act (PPRA) to enact policies that protect student privacy, in accordance with law. This is particularly relevant in the context of the administration of surveys that collect personal information, the disclosure of personal information for marketing purposes and in conducting physical exams.

For purposes of this policy, "parent/guardian" includes a legal guardian or person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

Surveys

The Board of Education recognizes that student surveys are a valuable tool in determining student needs for educational services. In accordance with law and Board policy, parent/guardian consent is required before requiring minors to take part in surveys which gather any of the following information:

1. political affiliations or beliefs of the student or the student's parent/guardian;
2. mental or psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
7. religious practices, affiliations or beliefs of the student or the student's parent/guardian; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

In the event that the district plans to survey students to gather information included in the list above, the district will obtain written consent from the parent/guardian in advance of administering the survey. The notification/consent form will also apprise the parent/guardian of their right to inspect the survey prior to their child's participation. In addition, the district will notify parents/guardians that they may inspect any survey created by a third party before the survey is administered or distributed to students. Prior written consent and the right to inspect surveys transfers to students once they turn 18 years old or are emancipated.

All requests to inspect third party surveys must be made to the Building Principal within 5 days prior to the date of the survey.

The district will limit access to information collected by any survey that contains the items listed above to those school officials who have a legitimate educational interest. The terms "school official" and "legitimate educational interest" are defined in district policy 5500, Student Records.

Under state Education Law §2-d and its implementing regulations (8 NYCRR Part 121), the district is prohibited from disclosing or using "personally identifiable information" for marketing or commercial purposes, or selling that information, or providing it to others for that purpose (see district policies 5500 and 8635, and their accompanying administrative regulations, for more information).

All disclosure or use of student personal information will be protected by the district pursuant to the requirements of the Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), Protection of Pupil Rights Amendment (PPRA), the National School Lunch Act, Children's Online Privacy Protection Act (COPPA), and NY Education Law §2-d [For guidance regarding the disclosure of student information, see policies 5500, Student Records, and 8635, Information and Data Privacy, Security, Breach and Notification].

Inspection of Instructional Material

Parents/guardians have the right to inspect, upon request, any instructional material, used as part of the educational curriculum for students. "Instructional material" is defined as: "instructional content that is provided to a student, regardless of format including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). It does not include tests or academic assessments." The right to inspect instructional materials transfers to students once they turn 18 years old or are emancipated.

A parent/guardian (or student who is at least 18 years old or is emancipated) who wishes to inspect and review such instructional material must submit a request in writing to the Building Principal. Upon receipt of such request, the district will provide access to such material to within 30 calendar days after the request has been received.

Invasive Physical Examinations

Prior to the administration of any non-emergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, which are not necessary to protect the immediate health or safety of the student or other students, a student's parent/guardian will be notified and given an opportunity to opt their child out of the exam.

"Invasive physical examination" is defined in federal law as any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body. Hearing, vision and scoliosis screenings are not included in this definition and are not subject to prior notification, nor are any physical examinations that are permitted or required by state law, including those which are permitted without parent/guardian notification.

Notification

The district will notify parents/guardians and students who are at least 18 years old or who are emancipated at least annually, at the beginning of the school year, and when enrolling students for the first time in district schools, of their rights under this policy. The school district will also notify parents/guardians within a reasonable period of time after any substantive change to this policy.

Cross-ref:

5420, Student Health Services

5500, Student Records

8635, Information and Data Privacy, Security, Breach and Notification

Ref:

20 USC §1232h (Protection of Pupil Rights Amendment, as amended)

34 CFR Part 98

Education Law §§2-d; 903

8 NYCRR §136.3(b); Part 121

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INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION REGULATION

This regulation addresses information and data privacy, security, breach and notification requirements for student and teacher/principal personally identifiable information under Education Law §2-d, as well as private information under State Technology Law §208.

The district will inventory its computer programs and electronic files to determine the types of information that is maintained or used by the district, and review the safeguards in effect to secure and protect that information.

I. *Student and Teacher/Principal "Personally Identifiable Information" (PII) under Education Law §2-d*

A. Definitions

"Biometric record," as applied to student PII, means one or more measurable biological or behavioral characteristics that can be used for automated recognition of person, which includes fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting.

"Breach" means the unauthorized acquisition, access, use, or disclosure of student PII and/or teacher or principal PII by or to a person not authorized to acquire, access, use, or receive the student and/or teacher or principal PII

"Disclose" or Disclosure mean to permit access to, or the release, transfer, or other communication of PII by any means, including oral, written, or electronic, whether intended or unintended.

"Personally Identifiable Information" (PII) as applied to students means the following information for district students:

1. the student's name;
2. the name of the student's parent or other family members;
3. the address of the student or student's family;
4. a personal identifier, such as the student's social security number, student number, or biometric record;
5. other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
6. other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
7. information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Additionally, the State Chief Privacy Officer has determined that student and parent phone numbers are considered PII.

"Personally Identifiable Information" (PII) as applied to teachers and principals means results of Annual Professional Performance Reviews that identify the individual teachers and principals, which are confidential under Education Law §§3012-c and 3012-d, except where required to be disclosed under state law and regulations.

“Third-Party Contractor” means any person or entity, other than an educational agency (i.e., a school, school district, BOCES or State Education Department), that receives student or teacher/principal PII from the educational agency pursuant to a contract or other written agreement for purposes of providing services to such 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. This includes an educational partnership organization that receives student and/or teacher/principal PII from a school district to carry out its responsibilities pursuant to Education Law §211-e (for persistently lowest-achieving schools or schools under registration review) and is not an educational agency. This also includes a not-for-profit corporation or other nonprofit organization, other than an educational agency.

B. Complaints of Breaches or Unauthorized Releases of PII

If a parent/guardian, eligible student, teacher, principal or other district employee believes or has evidence that student or teacher/principal PII has been breached or released without authorization, they must submit this complaint in writing to the district. Complaints may be received by the Data Protection Officer *or insert other title*, but may also be received by any district employee, who must immediately notify the Data Protection Officer. This complaint process will be communicated to parents, eligible students, teachers, principals, and other district employees.

The district will acknowledge receipt of complaints promptly, commence an investigation, and take the necessary precautions to protect personally identifiable information.

Following its investigation of the complaint, the district will provide the individual who filed a complaint with its findings within a reasonable period of time. This period of time will be no more than 60 calendar days from the receipt of the complaint.

If the district requires additional time, or if the response may compromise security or impede a law enforcement investigation, the district will provide the individual who filed a complaint with a written explanation that includes the approximate date when the district will respond to the complaint.

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 LGS-1.

C. Notification of Student and Teacher/Principal PII Breaches

If a third-party contractor has a breach or unauthorized release of PII, it will promptly notify the Data Protection Officer in the most expedient way possible, without unreasonable delay, but no more than seven calendar days after the breach’s discovery.

The Data Protection Officer will then notify the State Chief Privacy Officer of the breach or unauthorized release no more than 10 calendar days after it receives the third-party contractor’s notification using a form or format prescribed by the State Education Department.

The Data Protection Officer will report every discovery or report of a breach or unauthorized release of student, teacher or principal data to the Chief Privacy Officer without unreasonable delay, but no more than 10 calendar days after such discovery.

The district will notify affected parents, eligible students, teachers and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release or third-party contractor notification.

However, if notification would interfere with an ongoing law enforcement investigation or cause further disclosure of PII by disclosing an unfixed security vulnerability, the district will notify parents, eligible students, teachers and/or principals within seven calendar days after the

security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a brief description of the breach or unauthorized release,
- the dates of the incident and the date of discovery, if known;
- a description of the types of PII affected;
- an estimate of the number of records affected;
- a brief description of the district's investigation or plan to investigate; and
- contact information for representatives who can assist parents or eligible students with additional questions.

Notification must be directly provided to the affected parent, eligible student, teacher or principal by first-class mail to their last known address; by email; or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor will pay for or promptly reimburse the district for the full cost of such notification.

The unauthorized acquisition of student social security numbers, student ID numbers, or biometric records, when in combination with personal information such as names or other identifiers, may also constitute a breach under State Technology Law §208 if the information is not encrypted, and the acquisition compromises the security, confidentiality, or integrity of personal information maintained by the district. In that event, the district is not required to notify affected people twice, but must follow the procedures to notify state agencies under State Technology Law §208 outlined in section II of this regulation.

II. "Private Information" under State Technology Law §208

A. Definitions

"Private information" means either:

1. personal information consisting of any information in combination with any one or more of the following data elements, when either the data element or the personal information plus the data element is not encrypted or encrypted encryption key that has also been accessed or acquired:
 - Social security number;
 - Driver's license number or non-driver identification card number;
 - Account number, credit or debit card number, in combination with any required security code, access code, password or other information which would permit access to an individual's financial account;
 - account number or credit or debit card number, if that number could be used to access a person's financial account without other information such as a password or code; or
 - biometric information (data generated by electronic measurements of a person's physical characteristics, such as fingerprint, voice print, or retina or iris image) used to authenticate or ascertain a person's identity; or
2. a user name or email address, along with a password, or security question and answer, that would permit access to an online account.

"Private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation;

"Breach of the security of the system" means unauthorized acquisition or acquisition without valid authorization of physical or computerized data which compromises the security,

confidentiality, or integrity of personal information maintained by the district. Good faith acquisition of personal information by an officer or employee or agent of the district for the purposes of the district is not a breach of the security of the system, provided that the private information is not used or subject to unauthorized disclosure.

B. Procedure for Identifying Security Breaches

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the district will consider:

1. indications that the information is in the physical possession and control of an unauthorized person, such as removal of lost or stolen computer, or other device containing information;
2. indications that the information has been downloaded or copied;
3. indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported; and/or
4. any other factors which the district shall deem appropriate and relevant to such determination.

C. Notification of Breaches to Affected Persons

Once it has been determined that a security breach has occurred, the district will take the following steps:

1. If the breach involved computerized data *owned or licensed* by the district, the district will notify those New York State residents whose private information was, or is reasonably believed to have been accessed or acquired by a person without valid authorization. The disclosure to affected individuals will be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and to restore the integrity of the system. The district will consult with the New York State Office of Information Technology Services to determine the scope of the breach and restoration measures.
2. If the breach involved computer data *maintained* by the district, the district will notify the owner or licensee of the information of the breach immediately following discovery, if the private information was or is reasonably believed to have been accessed or acquired by a person without valid authorization.

The required notice will include (a) district contact information, (b) a description of the categories information that were or are reasonably believed to have been accessed or acquired without authorization, (c) which specific elements of personal or private information were or are reasonably believed to have been acquired and (d) the telephone number and website of relevant state and federal agencies that provide information on security breach response and identity theft protection and prevention. This notice will be directly provided to the affected individuals by either:

1. Written notice
2. Electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and that the district keeps a log of each such electronic notification. In no case, however, will the district require a person to consent to accepting such notice in electronic form as a condition of establishing a business relationship or engaging in any transaction.
3. Telephone notification, provided that the district keeps a log of each such telephone notification.

However, if the district can demonstrate to the State Attorney General that (a) the cost of providing notice would exceed \$250,000; or (b) that the number of persons to be notified exceeds 500,000; or (c) that the district does not have sufficient contact information, substitute notice may be provided. Substitute notice would consist of all of the following steps:

1. E-mail notice when the district has such address for the affected individual;

2. Conspicuous posting on the district's website, if they maintain one; and
3. Notification to major media.

However, the district is not required to notify individuals if the breach was inadvertently made by individuals authorized to access the information, and the district reasonably determines the breach will not result in misuse of the information, or financial or emotional harm to the affected persons. The district will document its determination in writing and maintain it for at least five years, and will send it to the State Attorney General within ten days of making the determination.

Additionally, if the district has already notified affected persons under any other federal or state laws or regulations regarding data breaches, including the federal Health Insurance Portability and Accountability Act, the federal Health Information Technology for Economic and Clinical Health (HI TECH) Act, or New York State Education Law §2-d, it is not required to notify them again. Notification to state and other agencies is still required.

D. Notification to State Agencies and Other Entities

Once notice has been made to affected New York State residents, the district shall notify the State Attorney General, the State Department of State, and the State Office of Information Technology Services as to the timing, content, and distribution of the notices and approximate number of affected persons.

If more than 5,000 New York State residents are to be notified at one time, the district will also notify consumer reporting agencies as to the timing, content and distribution of the notices and the approximate number of affected individuals. A list of consumer reporting agencies will be furnished, upon request, by the Office of the State Attorney General.

If the district is required to notify the U.S. Secretary of Health and Human Services of a breach of unsecured protected health information under the federal Health Insurance Portability and Accountability Act (HIPAA) or the federal Health Information Technology for Economic and Clinical Health (HI TECH) Act, it will also notify the State Attorney General within five business days of notifying the Secretary.

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