ONTEORA CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION
BOICEVILLE, NEW YORK 12412

MINUTES

REGULAR MEETING
6:00 p.m.
TUESDAY, JUNE 23, 2020
TELECONFERENCING

1. Opening Items

1.01 Call to Order 6:00
1.02 Tobacco Policy Statement
1.03 Roll Call
Present: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

2. Minutes

2.01 Approve Minutes
Recommended Action: The Board of Education hereby approves the minutes of the May 26, 2020 and June 2, 2020 Board Meetings
Motioned: Trustee Storey
Seconded: Trustee Ratcliff
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

3. Award Tenure

3.01 Award Tenure
Recommended Action: The following named INSTRUCTIONAL PERSONNEL, having served a period of probationary status consistent with the Education Law of the State of New York and provisions of the Commissioner's Regulations, and having received continuing satisfactory evaluations of performance, are hereby recommended by the Superintendent of Schools for APPROVAL for TENURE STATUS.
With a probationary period of 9/1/16 to 8/31/20
Stephanie Rivera certified as a Math Teacher hereby receives tenure on 8/31/20
Corinne Bouchard certified as a Music Teacher hereby receives tenure on 8/31/20
Mike Rushford certified as a Health Teacher hereby receives tenure on 8/31/20
Rebeca Joslin certified as a LOTE (Languages Other Than English) Teacher hereby receives tenure on 8/31/20
Motioned: Trustee Storey
Seconded: Trustee Ratcliff
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

4. Honor Retirees

4.01 Retirees

- Thank you for the wonderful years you have given to our students

The following people will retire by June 30th or later:

Brenda	Billadeau	Monitor
Catherine	Cattabiani	Teaching Assistant

Pamela	Ciaccio	Special Ed Teacher
Christine	Groom	Math AIS Teacher
Kenneth	Haaland	Special Education Teacher
Lisa	Haller	Special Education Teacher
Jacqueline	Heinitz	School Monitor
Wilber	Prutzman, Jr.	Business Teacher
Catherine	Reep	Teacher of the Deaf and HOH
Gale	VanBaaren	Special Education Teacher
Kate	VanBaren	Science Teacher
Ingrid	White	Elementary Teacher
Jane	Wolfrom	Elementary Teacher

5. Superintendent District News

5.01 The Superintendent will report District News

- Discussing potential scenarios for opening next year
    - Next step - building Shared Decision Making teams to be invited into the conversation, then open the conversation to the broader school community.
    - Received no useful guidance to date
    - Asked our BOCES Superintendent if he can request guidance from our local County Executive or Department of Health related to how decisions to close a building or district will be made
- Assistant Superintendent for Curriculum & Instruction has been working with our elementary administrators and faculty to create resources for our students who would like to continue to work on academics to some degree over the summer

Assistant Superintendent for Curriculum & Instruction will give a brief update and on plans for re-engaging with Morningside to continue our SEL work

- Unable to hold Summer Skills Academy – running as remote learning was not in the best interest of students – teachers and administrators made decision
- Teachers are creating resources for students over the summer through grade level Google Classrooms
    - Work that students will need for next academic year
    - Ulster BOCES has resources for grades 7-12 for credit recovery
        - Principal Edelman meeting with Ulster BOCES to see what can be offered – county principals went over courses to be offered
        - Are offering Chromebooks over the summer
- Morningside and Social Emotional Work: Optimistic phone call – they can offer a good deal of support along with discussing/revising the current plan
    - K-12 teachers and special area teachers are interested in training

HS Principal Lance Edelman will speak about the plans for graduation are coming

- Pleasure working with senior class, especially through these last few months
- Senior officers shaped graduation
    - Support plan has been created
- District provided scholarship signs and graduation signs for each graduating senior
- Set up graduation stage and seniors posed for a picture walking across stage
- Then seniors met with a filmmaker putting together special tribute to seniors

Potential meal delivery for the summer

- Sent home a flyer surveying meal needs for the summer with every meal on Wednesday of last week

- Received 97 responses so far with 34 have said that they would not participate in a summer meal program
- Families that are currently eligible to receive free or reduced meals at school will receive a benefit card with up to $420 per child
  - The money is meant to cover the cost of meals from the closure in March through the end of June, but will not be distributed until mid-June https://otda.ny.gov/SNAP-COVID-19/ [otda.ny.gov
  - Still food pantries providing food for families

Discussion:

- Staff said they would work, but very hot in kitchen –unbearable in the very hot weather
- Reach out to families who said yes to be sure they are ok
  - Will a letter send to all families getting deliveries now with summer food resources

5.02 Update on Capital Project from BBL

- Monday was busy day – some students there
- Began demolition – 7-9 areas of campus including HS Boys & girls locker rooms
  - Continue with mechanical removals
  - Lockers installed later part of August
  - Also in bathroom areas
- Took 2 more areas scheduled for 2021 - will begin demolition
- Continue with design teams, try to troubleshoot next activity

6. Board District News

6.01 The Board will report District News

No Board news was reported

7. Student Representative Report

7.01 Student Representative, Leon Savage will report to the Board

- National Honor Society, Junior Class, and Student Government working with Tenbroeck Retirement Home - send mail and have pen pals
  - They were hit hard by COVID-19
- Over the summer students and landscapers will revamp the courtyard to have more trees and possibly be an outdoor classroom
  - Hope students will also be able to walk through to get to classes

Discussion:

- Can reach out to people who garden to help
- Been in touch with Environmental Club – they will help as well
- Perhaps the Junior Honor Society as well

8. Acknowledge Public Be Heard Comments

8.01 The Board will acknowledge the public be heard comments from the last meeting

Rick Wolff

9. Public and Student Comment

9.01 Public and Students may comment on any agenda or non-agenda item

No comment was made

10. Discussion & Possible Action

10.01 Approve Board of Registration for 2020 Vote & Election

Recommended Action: The Board of Education hereby approves the revised Board of Registration for the 2020-2021 Vote & Election
Motioned: Trustee Osmond
Seconded: Trustee DeJesus

- Need more people due to individual needs – be sure have 4 people

Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

10.02 Second Reading and Adoption of Policy 5676 Privacy & Security

Recommended Action: The Board of Education hereby adopts Policy 5676 Privacy & Security for Student Data and Teacher and Principal Data
Motioned: Trustee Storey
Seconded: Trustee Ratcliff
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem
no OCSD Policy 2020 5676 Non-Instructional/Business Operations

PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA

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

Definitions

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

a. which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service
b. "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
c. "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
d. "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
e. "Eligible student" means a student who is eighteen years or older.
f. "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
g. "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
h. "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
i. Parent" means a parent, legal guardian, or person in parental relation to a student.
j. "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
k. "Release" has the same meaning as disclosure or disclose.
l. "Student" means any person attending or seeking to enroll in an educational agency.

m. "Student data" means personally identifiable information from the student records of an educational agency.
n. "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
o. "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for- profit corporation or other nonprofit organization, other than an educational agency.
p. "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

Data Collection Transparency and Restrictions

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

a. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
b. Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, the District will not report to NYSED the following student data elements:

Juvenile delinquency records;

a. Criminal records;
b. Medical and health records; and d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

Chief Privacy Officer

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and/or process PII; and

b) Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

Data Protection Officer

The District has designated a District employee to serve as the District's Data Protection Officer. The Data Protection Officer for the District is: Director of Technology.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities. Additionally, some aspects of this role may be outsourced to a provider such as a BOCES, to the extent available.

District Data Privacy and Security Standards

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

a. Describe their current cybersecurity posture;
b. Describe their target state for cybersecurity;
c. Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
d. Assess progress toward the target state; and

Communicate among internal and external stakeholders about cybersecurity risk. The District will protect the privacy of PII by:

a) Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:

1. Improve academic achievement;
2. Empower parents and students with information; and/or
3. Advance efficient and effective school operations.
4. Not including PII in public reports or other public documents.

The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable..

Third-Party Contractors

District Responsibilities

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

a. Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
b. Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
c. Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
d. Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
e. Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
f. Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
g. Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third- party contractor when the contract is terminated or expires; and
h. Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

a. Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
b. Comply with District policy and Education Law Section 2-d and its implementing regulations;
c. Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
d. Not use the PII for any purpose not explicitly authorized in its contract;
e. Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
f. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
g. Use encryption to protect PII in its custody while in motion or at rest; and
h. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

Cooperative Educational Services through a BOCES

The District may not be required to enter into a separate contract or data sharing and confidentiality agreement with a third-party contractor that will receive student data or teacher or principal data from the District under all circumstances.

For example, the District may not need its own contract or agreement where:

a. It has entered into a cooperative educational service agreement (CoSer) with a BOCES that includes use of a third-party contractor's product or service; and
b. That BOCES has entered into a contract or data sharing and confidentiality agreement with the third-party contractor, pursuant to Education Law Section 2-d and its implementing regulations, that is applicable to the District's use of the product or service under that CoSer.

To meet its obligations whenever student data or teacher or principal data from the District is received by a third-party contractor pursuant to a CoSer, the District will consult with the BOCES to, among other things:

A) Ensure there is a contract or data sharing and confidentiality agreement pursuant to Education Law Section 2-d and its implementing regulations in place that would specifically govern the District's use of a third-party contractor's product or service under a particular CoSer;
B) Determine procedures for including supplemental information about any applicable contracts or data sharing and confidentiality agreements that a BOCES has entered into with a third- party contractor in its Parents' Bill of Rights for Data Privacy and Security;
C) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or principals about any breach or unauthorized release of PII that a third-party contractor has received from the District pursuant to a BOCES contract; and
D) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the District receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the District pursuant to a BOCES contract.

Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Education Law Section 2-d and its implementing regulations.

District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

Parents' Bill of Rights for Data Privacy and Security

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The District's Bill of Rights will state in clear and plain English terms that:

A student's PII cannot be sold or released for any commercial purposes;

a. Parents have the right to inspect and review the complete contents of their child's education record;
b. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred;
c. A complete list of all student data elements collected by the state is available for public review at the following website http://www.nysed.gov/student-data-privacy/student-data- inventory or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and
d. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure.

The Bill of Rights will also include supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District. The supplemental information must be developed by the District and include the following information:

a. The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
b. How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
c. The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether,

when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);

d. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
e. Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
f. Address how the data will be protected using encryption while in motion and at rest.

The District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third- party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

Right of Parents and Eligible Students to Inspect and Review Students' Education Records

Consistent with the obligations of the District under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the District in a manner prescribed by the District.

The District will ensure that only authorized individuals are able to inspect and review student data. To that end, the District will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

Requests by a parent or eligible student for access to a student's education records must be directed to the District and not to a third-party contractor. The District may require that requests to inspect and review education records be made in writing.

The District will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the District through its annual FERPA notice. A notice separate from the District's annual FERPA notice is not required.

The District will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The District may provide the records to a parent or eligible student electronically, if the parent consents. The District must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible student are electronically transmitted.

Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data

The District will inform parents, through its Parents' Bill of Rights for Data Privacy and Security, that they have the right to submit complaints about possible breaches of student data to the Chief Privacy Officer at NYSED. In addition, the District has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the District about breaches or unauthorized releases of student data and/or teacher or principal data:

a. All complaints must be submitted to the District's Data Protection Officer in writing.
b. Upon receipt of a complaint, the District will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
c. Following the investigation of a submitted complaint, the District will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the District.
d. If the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other District staff.

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 ED-1 (1988; rev. 2004).

Reporting a Breach or Unauthorized Release

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

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than ten calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer

The Chief Privacy Officer is required to investigate reports of breaches or unauthorized releases of student data or teacher or principal data by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, District policy, and/or any binding contractual obligations, the Chief Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than 30 days to submit a written response.

If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer will be authorized to:

a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years;

b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years;

c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offeror on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; and/or

d) Require the third-party contractor to provide additional training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.

If the Chief Privacy Officer determines that the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done without intent, knowledge, recklessness, or gross negligence, the Chief Privacy Officer may make a recommendation to the Commissioner that no penalty be issued to the third-party contractor.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

Notification of a Breach or Unauthorized Release

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 of PII by the District or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, 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. A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
b. A description of the types of PII affected;
c. An estimate of the number of records affected;
d. A brief description of the District's investigation or plan to investigate; and
e. Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will 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 is required to pay for or promptly reimburse the District for the full cost of this notification.

Annual Data Privacy and Security Training

The District will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. The District may deliver this training using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

Notification of Policy
The District will publish this policy on its website and provide notice of the policy to all its officers and staff.
Education Law § 2-d
8 NYCRR Part 121

10.03 Rescind Policy 5671 Information Security Breach & Notification

Recommended Action: The Board of Education hereby rescinds Policy 5671
Motioned: Trustee Ratcliff
Seconded: Trustee Storey
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

10.04 Scholarship Donations

Recommended Action: The Superintendent recommends acceptance of donations totaling $2,265.00 CASH, from various donors as scholarship awards for the Class of 2020.
The Superintendent recommends approval of the following donations:
Donation Amount and Donee's Name
$100.00 Tongore Garden Club
$250 Joan Mayone-Allison
$40.00 Kim Pilla
$100.00 Anne Gallin
$1,000.00 Sally Rothchild & John Sorich
$50.00 Christi & David Epstein
$100.00 ECA French Club
$50.00 Maegan Schenker
$200.00 Bridget Allison
$325 Onteora Music Teachers
$50.00 Colette Goho
Motioned: Trustee Ratcliff
Seconded: Trustee Kurnit

- Thank you for generosity, especially in this time

Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

10.05 MOA for OTA - Medical Direcor

Recommended Action: The Board of Education hereby approves MOA number 6162020 between the Onteora Central School District and the Onteora Teachers Association for the medical director
Motioned: Trustee Osmond
Seconded: Trustee DeJesus
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

11. Consent Agenda

11.01 Approve Consent Agenda

Recommended Action: The Board hereby approves item numbers 11.02-11.07
Motioned: Trustee Storey
Seconded: Trustee DeJesus
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

11.02 Personnel Agenda

APPOINTMENT: NON-INSTRUCTIONAL
PROBATIONARY APPOINTMENT

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Quednau, Karl	Auto Mechanic Helper	6/23/20 - 12/23/20	Extended Probation

POSITION CHANGE PROBATIONARY APPOINTMENT

NAME	POSITION/SCHOOL	EFFECTIVE DATE	REMARKS
Evans, Rebecca	12 Month 40 hr. Senior Typist	7/1/20-12/31/20	From 12 Month 40 hr. Typist

TEMPORARY APPOINTMENT: INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE
Schwarz, Laura	Social Worker/Summer	7/1/2020-8/31/2020	$40/Hr.

TEMPORARY APPOINTMENT: NON-INSTRUCTIONAL

NAME	POSITION/SCHOOL	EFFECTIVE DATE	RATE REMARKS
Knight, Patricia	Cook Manager	7/1/20 – 8/31/20	On Step Up to 65 hrs

Blakely, Sabrina Summer Nursing 6/29/20 – 8/31/20 On Step Up to 150 hrs
Elmendorf, Suellen Summer Nursing 6/29/20 – 8/31/20 On Step Up to 100 hrs
Karen Hanson Summer Nursing 6/29/20 – 8/31/20 On Step Up to 120 hrs
Kight, Heather Summer Nursing 6/29/20 – 8/31/20 On Step Up to 80 hrs
Brower, Alison Summer Nursing 6/29/20 – 8/31/20 On Step Up to 80 hrs
Benjamin, Roger Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Benjamin, Scott Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Benjamin, Stewart Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Davis, Loretta Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Gille, Ella Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Jansen, Tina Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
Plourde, Joanne Custodial Worker 6/29/20 – 8/31/20 $15.00/Hr Summer Work
VanLeuvan, Maria Custodial Worker 6/29/20 – 8/31/20 On Step Summer Work

11.03 Schedule U-The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations

Recommended Action: The Board hereby approves the Instruction - Schedule U-The Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE) Recommendations, Schedule U, #6/20, Confidential, as reviewed by Trustee Warren

11.04 Budget Transfer

Recommended Action: The Superintendent recommends the transfer of $190,750.12 in funds between current and retiree health insurance budgets.

From To

Amount Budget Code Budget Code
90,750.12 A9060.875.10 A9060.800-10

11.05 Approve Hazard Pay for Confidential Managerial Staff from Central Administration
Recommended Action: The Board of Education hereby approves $2,250 of hazard pay for the Confidential Managerial Staff in Central Administration and the Treasurer.

11.06 Financial Report - May
Recommended Action: The Board of Education has reviewed and hereby accepts the Financial Report from May 2020

11.07 Warrants
Recommended Action: The Board of Education has reviewed and hereby accepts Warrant Schedule 10

12. New Business

12.01 The Board will discuss New Business

Consider Health & Wellness Committee to formally offer its comments and suggestions on the reopening plans and voice Board's comments and suggestions

- Part of charge of committee
- Trustee Ratcliff and Trustee DeJesus on committee
    - Board to forward comments and suggestions on reopening to Board representatives on committee
        - Send to all Board as well
- Chair of committee to create an online meeting for this purpose
- Health & Wellness committee to report back

Where are we with sending a Survey to parents about family's experience with Remote Learning?

- Saugerties put out a 15 minutes survey 3 days ago – for families' perspective
- Especially important for families with a special needs child that had services
- When brought up last time parents and teachers asked to not send survey at that time – they were overwhelmed and needed to have on-line learning being the priority
    - Need for involvement from all stakeholder groups: community, teachers, health care providers, mental health providers, etc.
- Remote learning brought challenges to students, families and teachers
- Families would be happy to give their feedback
- Assistant Superintendent for Curriculum & Instruction, Jodi DeLucia said that the administration is looking for feedback from every stakeholder group on scenarios for September, including remote learning
- Board needs to be better in communication, outreach, innovative and proactive ways the Board reaches out to people
    - Get feedback now, while it's fresh in people's recollection
    - Some parents will not feel comfortable sending their students to school
- Receive feedback on what is working and what can be improved- receive anecdotal information
- Perhaps Ad Hoc Communications Committee can look for surveys and create an introduction letter

- Communication is part of Board Goals – do in conjunction with administration
  - Currently, have a good and honest relationship with Superintendent
- Ask questions that yield good results for faculty and staff in informing instructional practice
- The Ad Hoc committee will confer as soon as possible and come back to Board, then will collaborate with Superintendent and report back to the Board

13. Old Business

13.01 The Board will discuss Old Business

Canvassing the votes will be streamed live – links on Board calendar

- After all are counted, District Clerk will verify votes

District Clerk to poll Board on June 23 meeting to approve the vote

14. Request For Information

14.01 Discuss Requests for Information

Trustee Storey asked what will the academic reinforcement be for HS? What teachers will be teaching it? Are there guidelines or a syllabus? Previously in MS, now in HS. Change of MS Academic intervention is resource room

15. Adjournment

15.01 Exit Executive Session and Adjourn. Next meeting is TBD to accept the vote.

Recommended Action: Motion to adjourn at 8:20
Motioned: Trustee DeJesus
Seconded: Trustee Osmond
Result: Unanimous
Yea: Trustee Kurnit, Trustee Storey, Trustee Ratcliff, Trustee DeJesus
Not Present: Trustee Warren, Trustee Salem

Minutes Recorded by Fern Amster,
District Clerk

Fern Amster

Board of Education: Laurie Osmond, Rob Kurnit, Valerie Storey, Kevin Salem, Bennet Ratcliff, Robert Burke Warren, Dafne DeJesus