



CAYUGA ONONDAGA
BOCES
DATA PRIVACY AGREEMENT

This Data Privacy Agreement ("DPA") is by and between the Cayuga Onondaga BOCES (the "BOCES") and abcteach LLC (the "Contractor"), collectively referred to as the "Parties."

Section 1: Definitions

1. **"Breach"** means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
2. **"Commercial Purpose" or "Marketing Purpose"** means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.
3. **"Disclose" or "Disclosure"** means to permit access to, or the release, transfer, or other communication of Personally Identifiable Information (as defined below) by any means, including oral, written, or electronic, whether intended or unintended.
4. **"Education Records"** means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **"Eligible Student"** means a student who is eighteen years or older.
6. **"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 Section 13402(H)(2) of Public Law 111-5.
7. **"Parent"** means a parent, legal guardian, or person in parental relation to a student.
8. **"Personally Identifiable Information,"** as applied to student data, means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and as applied to teacher and principal data, means personally identifiable information as such term is defined in N.Y. Education Law §3012-c (10).
9. **"Release"** shall have the same meaning as Disclosure or Disclose.
10. **"Student"** means any person attending or seeking to enroll in an educational agency.
11. **"Student data"** means Personally Identifiable Information from the student records of an educational agency. For purposes of this Schedule B, "student data" includes information made accessible to Contractor by BOCES, BOCES officers, BOCES employees, BOCES agents, BOCES students, and/or the officers, employees, agents, and/or students of educational agencies with whom BOCES contracts.
12. **"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 N.Y. Education Law §§ 3012-c and 3012-d. For purposes of this Schedule, "student data" includes information made accessible to Contractor by BOCES, BOCES officers, BOCES employees, BOCES agents, BOCES students, and/or the officers, employees, agents, and/or students of educational agencies that contract with BOCES in order to access Contractor's services.
13. **"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.

by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the BOCES and refer the Parent or Eligible Student to the BOCES.

7. **Breach:** The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and notify the BOCES upon learning of an unauthorized release of PII:
 - a. Provide prompt notification to the BOCES no later than seven (7) calendar days from the date of discovery of a breach or unauthorized release of PII. The Contractor shall provide notification to the BOCES' Data Privacy Officer, by phone at (315) 255-7670 and by email at dataprivacyofficer@cayboces.org
 - b. The Contractor shall cooperate with the BOCES and law enforcement to protect the integrity of any investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the BOCES for the full cost of the notification.
8. **Termination:** The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.
9. **Bill of Rights for Data Privacy and Security:** As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the BOCES is required to post the completed Exhibit B on its website.
10. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information and Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
11. Parents have the right to file complaints with the BOCES about possible privacy breaches of student data by the BOCES' third-party contractors or their employees, officers, or assignees, or with the NYSED. Complaints to the NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, email to CPO@mail.nysed.gov.



Contractor Signature

David Kemsley

Printed Name

owner/CEO

Title

1/10/2024

Date

EXHIBIT B

Supplemental Information to Parents Bill of Rights for Data Privacy and Security

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the BOCES is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	XXXXXXXXXX abcteach LLC
Name(s) of Covered Applications	All products maintained by the contractor abcteach.com and all of its entities.
Type of PII that Contractor will receive/access	Student PII: <input type="checkbox"/> Collected <input checked="" type="checkbox"/> Not Collected APPR Data: <input type="checkbox"/> Collected <input checked="" type="checkbox"/> Not Collected
Contract Term	Contract Start Date <u>1/1/2024</u> Contract End Date <u>6/30/2026</u>
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input checked="" type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> • Securely transfer data to BOCES, or a successor contractor at the BOCES option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.