

**Supplemental Agreement between the
Orange Ulster BOCES
And
Cisco Systems, Inc.**

Supplemental Agreement effective as of the last date of signature below between Orange Ulster BOCES (the "Agency"), located at 4 Harriman Drive, Goshen, NY 10924, and Cisco Systems, Inc. (the "Contractor") located at 170 West Tasman Dr., San Jose, California, 95134.

WHEREAS, the Agency and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the Agency and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the Agency and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
2. The Agency has developed the Parents' Bill of Rights for Data Privacy and Security ("Bill of Rights"), the terms of which are applicable to the Agreement between the Agency and Contractor and are incorporated into this Supplemental Agreement. This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents. In the event that the Bill of Rights are amended in a way that affects the obligations of the Contractor herein, the Agency shall notify the Contractor and the parties shall negotiate in good faith any changes required to the Agreement or this Supplemental Agreement in order for the Agency and the Contractor to operate in compliance with such amendment.
3. As required by Education Law §2-d(3)(c), the Agency has developed the following "supplemental information" for the Agreement with the Contractor:
 - a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of the Agreement shall be used for the exclusive purpose(s) of performing Contractor's obligations under the Agreement, this Supplemental Agreement, or as detailed in the Contractor's NetAcad Privacy Data Sheet available at <https://www.netacad.com/privacy-data-sheet>.
 - b. The Contractor will require all subcontractors, persons or entities with which the Contractor may share the Student Data and/or Principal or Teacher Data to abide by terms consistent with the Agreement and this Supplemental Agreement.

- c. When the Agreement terminates, upon request, the Contractor shall return Student Data and/or Principal or Teacher Data to the Agency or destroy, delete, or render permanently inaccessible such data in a timely manner, unless data retention is required by Contractor for legitimate business purposes.
 - d. Any Parent, Student, Eligible Student, Teacher or Principal may challenge the accuracy of Student Data and/or Principal or Teacher Data by contacting the Agency or to the Contractor. If the challenge is made by contacting the Agency, such challenge shall be, to the extent permitted by law, handled directly between the Agency and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as reasonably requested by the Agency. If the challenge is made by contacting the Contractor, such challenge shall be, to the extent permitted by law, handled directly between the Contractor and the Parent, Student, Eligible Student, Teacher, or Principal, pursuant to the Contractor's Online Privacy Statement available at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html>.
 - e. The Student Data and Principal or Teacher Data shall be stored, and the security protections taken designed to ensure the protection of such data, pursuant to the Contractor's NetAcad Privacy Data Sheet available at <https://www.netacad.com/privacy-data-sheet>.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data have received or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
 5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Student Data to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - d. maintain reasonable administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Personally Identifiable Information in its custody; and
 - e. use encryption technology designed to protect Personally Identifiable Information while in motion or in its custody from unauthorized disclosure pursuant to the Contractor's NetAcad Privacy Data Sheet available at <https://www.netacad.com/privacy-data-sheet>.

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall notify the Agency of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the Agreement, or this Supplemental Agreement, in the most expedient way possible and without unreasonable delay. The Agency shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of the Agency's notification to a Parent, Eligible Student, Teacher or Principal, pursuant to Education Law §2-d(6)(b), due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the Agency for the full cost of such notification, as required by Education Law §2-d(6)(c) to the extent Contractor, its subcontractors or assignees were at fault for such unauthorized release.

7. Miscellaneous:

a. Nothing express or implied in this Agreement is intended to confer upon any person other than the Agency, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

b. Either party's total aggregate liability under this Supplemental Agreement is limited to one million dollars (US\$1,000,000). Notwithstanding the foregoing, neither party will be liable for any: (i) special, incidental, indirect or consequential damages; (ii) loss of any of the following: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation; or (iii) loss of or damage to data. This limitation of liability applies whether the claims are contract, tort (including negligence), misrepresentation or otherwise. This limitation of liability is in the aggregate and not per incident.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CISCO SYSTEMS, INC. ("Contractor")

By: Steve Kite

Print Name: Steve Kite

Title: Authorized Signatory

Date: May 10th, 2021

Orange Ulster BOCES ("Agency")

By: Deborah Heppes

Print Name: DEBORAH HEPPEES

Title: ASSISTANT SUPERINTENDENT

Date: 4.30.21

APPROVED BY LEGAL



Parents' Bill of Rights for Data Privacy and Security

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at www.nysed.gov/data-privacy-security; by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937. Parents also have the right to make complaints to the Director of Technology, [4 Harriman Drive, Goshen, NY 10924](http://4HarrimanDrive.Goshen.NY.10924) (845)781-4358; support@ouboces.org.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.


Exhibit B

Supplemental Information

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, OUBOCES 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	Cisco Networking Academy
Description of the purpose(s) for which Contractor will receive/access PII	See Cisco Networking Academy Privacy Data Sheet: https://www.netacad.com/privacy-data-sheet
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PU <input type="checkbox"/> APPRData See Cisco Networking Academy Privacy Data Sheet: https://www.netacad.com/privacy-data-sheet
Contract Term	Contract Start Date: May 10, 2021 Contract End Date: upon termination of Cisco Networking Academy agreement
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 type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors. See Cisco Networking Academy Privacy Data Sheet: https://www.netacad.com/privacy-data-sheet
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall, upon written request of OU BOCES: <ul style="list-style-type: none">• Securely transfer personal data in its possession or control received from OU BOCES to OU BOCES, or a successor contractor at OU BOCES' option and written discretion, in a format agreed to by the parties, or• Securely delete, destroy, or permanently render unreadable or inaccessible existing copies of personal data received from OU BOCES Unless such deletion or destruction is not feasible or continued retention and processing is required or is permitted by Data Protection Laws and/or mandatory applicable law.

Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PUI will do so by contacting OU BOCES. If a correction to data is deemed necessary, OU BOCES will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving OUBOCES' written request.
Secure Storage and Data Security	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other: See Cisco Networking Academy Privacy Data Sheet: https://www.netacad.com/privacy-data-sheet</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>See Cisco Networking Academy Privacy Data Sheet: https://www.netacad.com/privacy-data-sheet</p>
Encryption	Data will be encrypted while in motion and at rest.

CONTRACTOR	Cisco Systems, Inc.
[Signature]	
[Printed Name]	Jenn Pate
[Title]	Authorized Signatory
Date:	June 4, 2021

APPROVED BY LEGAL