

## **DATA SHARING AND CONFIDENTIALITY AGREEMENT**

### **INCLUDING**

Bill of Rights for Data Privacy and Security

**AND**

Vendor Information Regarding Data Privacy and Security

This Data Sharing and Confidentiality Agreement (the “**Agreement**” or this “**Agreement**”) is made and entered into by and between iCivics, Inc. (the “**Vendor**”) and Kings Park Central School District (also referred to as “**School District**”).

**WHEREAS**, Vendor acknowledges that it may receive and/or come into contact with certain personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by School District that directly relate to a student(s) (“**Student Data**”), teacher(s) or principal(s) that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “**New York Education Law Section 2-d**” or “**Section 2-d**”) in connection with providing certain products or services to School District (such products or services, the “**Services**” and together with Student Data, “**Protected Data**”); and

**WHEREAS**, both School District and Vendor are desirous of fulfilling their respective obligations under New York Education Law Section 2-d.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

### **1. Confidentiality**

- a. Vendor, its employees, and/or agents agree that Protected Data may include confidential information.
- b. Vendor further agrees to maintain the confidentiality of the Protected Data it receives in accordance with applicable federal and state law and School District’s data security and privacy policy, as provided to Vendor in writing.

### **2. Data Protections and Internal Controls**

- a. Vendor understands and acknowledges that it shall have in place protections and internal controls to ensure that Student Data is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with applicable state data security and privacy standards for the Student Data from education records, and it shall:
  1. Limit internal access to Student Data to those individuals that need to use Student Data in connection with providing the Services; and
  2. Not use the Student Data for any other purpose than (i) those explicitly authorized in the Agreement or the Vendor’s privacy policy, (ii) as permitted under applicable laws or (iii) to operate and improve the Vendor’s products or services; and

3. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Student Data in its custody; and
4. To use encryption technology to protect the Student Data in its custody while in motion or at rest.

**3. Data Security and Privacy Plan**

- a. Vendor agrees to have a data security and privacy plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from School District, which shall:
  1. Outline how all applicable state, federal and local data security and privacy contract requirements will be implemented over the life of the Agreement consistent with School District's policy on data security and privacy, as provided to Vendor in writing.
  2. Outline specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from School District.
  3. Outline the training requirement established by the Vendor for all employees who will have access to the Protected Data.

**4. Notice of Breach and Unauthorized Release**

- a. In the event of an unauthorized release of Student Data, the Vendor shall:
  1. Notify School District within a reasonable time, but no more than seven (7) calendar days, after Vendor has discovered or been informed of the unauthorized release.
  2. Advise School District as to the nature of the unauthorized release and steps Vendor has taken to minimize said unauthorized release.
- b. In the case of required notification to a parent or eligible student of an unauthorized release of Student Data, the Vendor shall reimburse School District for the full costs of such notification.
- c. Vendor will cooperate with School District and provide certain information to School District about the incident, including but not limited to:
  1. The description of the incident;
  2. The date of the incident;
  3. The date Vendor discovered or was informed of the incident;

4. A description of the types of Student Data involved;
  5. An estimate of the number of records affected;
  6. The school affected;
  7. What the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Student Data; and
  8. The contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- d. Vendor acknowledges that upon initial notification from Vendor, School District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department (“CPO”). Vendor agrees not to provide this notification to the CPO directly unless requested by School District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by School District, Vendor will promptly inform School District of the same.

#### **5. Vendor Information**

Vendor understands that as part of School District’s obligations under New York Education Law Section 2-d, Vendor is responsible for providing School District with certain Vendor information (see Annex A (Vendor Information for Data Privacy and Security)) to include:

- a. Exclusive purposes for which the Student Data will be used;
- b. How Vendor will ensure that subcontractors, persons or entities that Vendor will share the Student Data with, if any, will abide by data protection and security requirements;
- c. That the Student Data will be returned or destroyed upon expiration of the Agreement, in accordance with the Vendor’s standard practices;
- d. If and how a parent, student, or eligible teacher may challenge the accuracy of the Protected Data that is collected; and
- e. Where the Student Data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

#### **6. Termination or Expiration of Contract and/or Agreement**

- a. Upon termination of the Agreement, Vendor shall return or destroy the Protected Data obtained in connection with the Services.

- b. Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, or copies, summaries or extracts of the Protected Data, on any storage medium whatsoever.

**7. Limitation of Liability**

- a. EXCEPT TO THE EXTENT REQUIRED BY THE PENALTY PROVISIONS OF NEW YORK EDUCATION LAW 2-D (TO THE EXTENT APPLICABLE), IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO THIS AGREEMENT OR ANY BREACH THEREOF FOR ANY AMOUNT IN EXCESS OF TEN THOUSAND US DOLLARS (\$10,000). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME. SPECIAL DAMAGES UNDER THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS.

**8. Governing Law, Venue and Jurisdiction**

- a. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts of New York County for any dispute arising out of or relating to this Agreement.

**9. Entire Agreement**

- a. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties. This Agreement may be amended only with the signed written consent of both parties.

DocuSigned by:

Sue Meehan

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Authorized Vendor Signature

10/11/2024

Date



Authorized School District Signature

10/22/24

Date

## PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

### BILL OF RIGHTS

Pursuant to New York State Education Law 2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law 2-d. This document contains a plain-English summary of such rights.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the School District.
3. State and federal laws protect the confidentiality of personally identifiable student information, 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.
4. A complete list of all student data elements collected by New York State is available for review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be made available by writing to:

Office of Information & Reporting Services  
New York State Education Department  
Room 863 EBA,  
89 Washington Avenue  
Albany, NY 12234

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

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OR

Chief Privacy Officer  
New York State Education Department  
89 Washington Avenue, EB 152  
Albany, NY 12234  
Phone: (518) 474-0937  
Email: [Privacy@nysed.gov](mailto:Privacy@nysed.gov)

6. Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:
  - a. The exclusive purposes for which the student data or teacher or principal data will be used.
  - b. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
  - c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
  - d. If and how a parent, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
  
7. Third-party contractors are also required to:
  - a. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
  - b. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
  - c. Not use educational records for any other purpose than those explicitly authorized in the contract;
  - d. Not disclose personally identifiable information 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 third-party contractor provides a notice of the disclosure to the New York State Education Department, 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;
  - e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
  - f. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law 2-d;

**ANNEX A****VENDOR INFORMATION REGARDING DATA PRIVACY AND SECURITY**Vendor: iCivics, Inc.Product: Civics learning platformCollects: ☒ Student Data ☐ Teacher or Principal Data ☐ Does not collect either

Educational agencies including \_\_\_\_\_ School District are required to *post information about third-party contracts on the agency's website* with the Parents Bill of Rights. To that end, please complete the table below with information relevant to NYS Education Law 2-d and Part 121.3 of the Commissioner's Regulations. Note that this applies to all software applications and to mobile applications ("apps").

**Part 1: Exclusive Purposes for Data Use**

The exclusive purposes for which the student data (or teacher or principal data) will be used by the third-party contractor:

To provide, improve and operate its products and services; as permitted under applicable laws and regulations; and as explicitly authorized.

**Part 2: Subcontractor Oversight Details – Select the appropriate option below.**

☐ This contract has no subcontractors.

☒ This contract has subcontractors. As such, the third-party contractor will take the following steps to ensure that any subcontractors, assignees, or other agents who see, or receive, Student Data are contractually required to obey the same data protection and security requirements that the third-party contractor is required to obey under state and federal law:

Subcontractors with access to student data must sign confidentiality agreements or be subject to other appropriate confidentiality restrictions before accessing the data.

**Part 3: Contract Lifecycle Practices**

The contract expires at the end of the 2024-2025 school year, unless renewed or automatically extended for a term pursuant to the agreement. When the contract expires, Student Data will be deleted by the contractor, via shredding, returning of data, mass deletion, and upon request, may be exported for use by \_\_\_\_\_ School

**Part 4: Student Educational Records / Improper Disclosure**

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the U.S. Department of Education FERPA website.

B. A complaint or report of improper disclosure may be completed by submitting the Improper Disclosure Report form.

**Part 5: Security Practices**

A. Student Data provided to the contractor will be stored: (include *where* and *how*)

Student data is in an encrypted database hosted by Amazon Web Services (AWS).

B. The security protections taken to ensure Student Data will be protected that align with the NIST Cybersecurity Framework and industry best practices include:

Encryption utilized for all traffic over public, untrusted networks. Locations (e.g., production databases) containing student data required to utilize encryption. Sensitive data being shared outside of the network shall only be shared via secure mechanisms, such as SFTP or encrypted email.

**Part 6: Encryption Practices**

☒ By checking this box, contractor certifies that encryption of Student Data is applied in accordance with NYS Education Law Section 2-d 5(f)(5).

- g. Notify School District of any breach of security resulting in an unauthorized release of student data, in the most expedient way possible and without unreasonable delay;
- h. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
- i. Provide a signed copy of this Bill of Rights to the School District thereby acknowledging that they are aware of their obligations under this Bill of Rights.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

DocuSigned by:

*Sue Meehan*

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Authorized Vendor Signature

10/11/2024

Date

*[Handwritten Signature]*

Authorized School District Signature

10/22/24

Date