

## DATA PRIVACY AND SECURITY AGREEMENT

**WHEREAS**, *Dream It Do It Western New York*, having its principle address at 300 North Main Street, Jamestown, NY 14701 (hereinafter “Contractor”) and the Chautauqua Lake Central School District 100 North Erie Street, Mayville, New York 14757 (hereinafter “CLCS”), collectively “the Parties,” are parties to an agreement dated [August 1, 2024] through which Contractor will provide [CLCS students access to the *Dream It Do It* program];

**WHEREAS**, pursuant to that Agreement, Contractor will receive student data and/or teacher or principal data in the possession of CLCS and/or its officers, employees, agents, and students, and may also receive student data and/or teacher or principal data of educational agencies within New York State that contract with CLCS for the use of Contractor’s products and/or services; and

**WHEREAS**, in accordance with N.Y. Education Law § 2-d and 8 N.Y.C.R.R. § 121.1, *et seq.*, the Parties enter into this Data Privacy and Security Agreement (hereinafter the “Agreement”) to address the confidentiality and security of student data and/or teacher or principal data received by Contractor.

**NOW, THEREFORE**, the Parties agree as follows:

1. For purposes of this Agreement, terms shall be defined as follows:
  - a. “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.
  - b. “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.
  - c. “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.
  - d. “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.
  - 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 Section 13402(H)(2) of Public Law 111-5.
  - g. “Parent” means a parent, legal guardian, or person in parental relation to a student.
  - h. “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).

- i. "Release" shall have the same meaning as Disclosure or Disclose.
- j. "Student" means any person attending or seeking to enroll in an educational agency.
- k. "Student data" means personally identifiable information from the student records of an educational agency. For purposes of this agreement, "student data" includes information made accessible to Contractor by CLCS, CLCS officers, CLCS employees, CLCS agents, CLCS students, and/or the officers, employees, agents, and/or students of educational agencies with whom CLCS contracts.
- l. "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 agreement, "teacher or principal data" includes information made accessible to Contractor by CLCS, CLCS officers, CLCS employees, CLCS agents, CLCS students, and/or the officers, employees, agents, and/or students of educational agencies with whom CLCS contracts.
- m. "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.

2. Contractor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with:

- a. Any and all applicable New York State and federal laws that protect the confidentiality of personally identifiable information;
- b. The terms and conditions of this Agreement, including but not limited to the CLCS Parents Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents Bill of Rights for Data Privacy and Security, attached hereto as Exhibit A; and
- c. All applicable CLCS policies, which can be accessed on the CLCS website at:  
<https://go.boarddocs.com/ny/clcsd/Board.nsf/goto?open&id=CLTLCU55F667#>.

3. Contractor will/will not use subcontractors in fulfilling its responsibilities to CLCS, its employees or agents, and/or educational agencies which contract with CLCS for the provision of Contractor's products and/or services.

4. Contractor agrees and represents that it will disclose student data and/or teacher or principal data only to those officers, employees, agents, subcontractors, and/or assignees who need access to provide the contracted services. Contractor further agrees that any of its officers or employees, and any officers or employees of any assignee or subcontractor of Contractor, who have access to personally identifiable information shall receive adequate training on the federal and New York State laws and regulations governing confidentiality of such data prior to any such person or subcontractor receiving access to that data, and that it shall receive written confirmation from any subcontractor that such training has



occurred prior to the Contractor providing identifiable information to that subcontractor.

**Dream It Do It Western New York:** DIDIWNY employees are required to annually participate in an internal training on the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law Section 2-D. Training includes an overview of the purpose of both of these laws, the importance of protecting student data and methods by which our organization protects student data. Internal training is supplemented by US Department of Education on-line trainings and videos pertaining to protecting student privacy.

**Tallo:** Please see Tallo's data security and compliance details may be found here: <https://tallo.com/privacy-policy/>

**Survey Monkey:** Please see Survey Monkey's data security and compliance details may be found at: <https://www.surveymonkey.com/mp/data-security-and-compliance/>

5. The exclusive purpose for which Contractor is being provided student data and/or teacher or principal data, and for which such information will be used, is to provide the products and services CLCS has contracted for under the Agreement.
6. Student data and/or teacher or principal data received by Contractor, or by any subcontractor or assignee of Contractor, shall not be sold or used for commercial purposes or marketing purposes.
7. The Agreement between Contractor and CLCS for products and/or services expires on July 31, 2027. Upon expiration of that Agreement without a successor agreement in place, Contractor shall assist CLCS and any educational agency/agencies that contracts with CLCS for the provision of Contractor's products or services in exporting any and all student data and/or teacher or principal data previously received by Contractor back to CLCS or the educational agency that generated the student data and/or principal data. Contractor shall thereafter securely delete or otherwise destroy any and all student data and/or teacher or principal data remaining in the possession of Contractor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data) as well as any and all student data and/or teacher or principal data maintained on behalf of Contractor in secure data center facilities. Contractor shall ensure that no copy, summary, or extract of the student data and/or teacher or principal data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of student data and/or teacher or principal data will be completed within 30 days of the expiration of the agreement between CLCS and Contractor, and will be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. To the extent that Contractor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Contractor and/or its subcontractors or assignees will provide a certification to CLCS from an appropriate officer that the requirements of this paragraph have been satisfied in full. Contractor shall be responsible for ensuring that the requirements of this paragraph be explained to and required of any subcontractor it utilizes to perform work for CLCS under the Agreement.
8. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by CLCS or the educational agency that generated the student data for amendment of education records under the



Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.

9. Student data and/or teacher or principal data transferred to Contractor will be stored in electronic format on systems maintained by Contractor in a secure data center facility located in the United States, or a data facility maintained by Chautauqua Lake Central School District. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Contractor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily be limited to disk encryption, file encryption, firewalls, and password protection.

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**DIDIWNY:** DIDIWNY utilizes the Microsoft 365 platform for cloud storage purposes. Microsoft 365's data privacy information can be found at: [Microsoft Privacy Statement – Microsoft privacy](#)

10. Contractor acknowledges that it has the following obligations with respect to any student data and/or teacher or principal data provided pursuant to its agreement with CLCS, and any failure to fulfill one of these obligations set forth in New York State Education Law § 2-d and/or 8 N.Y.C.R.R. Part 121 shall also constitute a breach of its agreement with CLCS:

- a. Limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of § 2-d and the Family Educational Rights and Privacy Act;
- b. Not use education records/and or student data for any purpose other than those explicitly authorized in this Agreement;
- c. Not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under this Agreement, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- d. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- e. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- f. Notify CLCS of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but not more than seven (7) calendar days after discovery of the breach;
- g. Where a breach or unauthorized release of personally identifiable information is attributable to Contractor, Contractor will pay or reimburse CLCS and/or any educational agencies which

contract with CLCS for the provision of Contractor's products or services for the cost of any notifications CLCS and/or such other educational agencies is/are required to make by applicable law, rule, or regulation; and

- h. Contractor will cooperate with CLCS and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.
- i. In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on Contractor by state and federal law, and by this Agreement, shall apply to the subcontractor.

11. In the event of a data security and privacy incident (including but not limited to a breach, unauthorized release, and/or unauthorized disclosure) implicating the personally identifiable information of students, teachers, and/or principals of CLCS or educational agencies which contract with CLCS for the provision of Contractor's products or services, Contractor shall:

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**DIDIWNY:** DIDIWNY utilizes the Microsoft 365 platform for cloud storage purposes. Microsoft 365's data privacy information can be found at: [Microsoft Privacy Statement – Microsoft privacy](#).

- b. Promptly notify CLCS in accordance with Education Law § 2-d, 8 N.Y.C.R.R. Part 121, and paragraph 10(f), above.

12. Contractor, its employees and representatives shall at all times comply with all applicable federal, state, and local laws, rules, and regulations.

13. This Agreement, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, constitutes the entire understanding of the Parties with respect to the subject matter thereof. The terms of this Agreement, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, shall supersede any conflicting provisions of Contractor's terms of service or privacy policy.

14. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision to this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

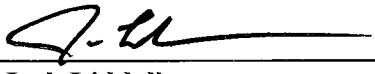

15. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in the Agreement to any other party, unless the prior written consent of the other party is obtained.

16. This Agreement shall be governed by the laws of the State of New York. Any action or proceeding



arising out of this contract shall be brought in the New York State Supreme Court located in Chautauqua County or in the United States District Court for the Western District of New York located in Buffalo, New York.

In witness of the foregoing, the duly authorized representatives of each of the Parties have signed this Agreement on the date indicated.

<b>FOR CHAUTAUQUA LAKE CSD:</b>   <b>Dr. Josh Liddell</b> <b>District Superintendent</b> <b>DATE:</b> <u>2/6/25</u>	<b>FOR THE CONTRACTOR:</b>   <b>Cynthia J. Aronson</b> <b>Director, Chautauqua County DIDIWNY</b> <b>DATE: January 16, 2025</b>
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#### **EXHIBIT A: PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

CLCS is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, CLCS wishes to inform the community of the following:

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 education record.
3. State and federal laws protect the confidentiality of personally identifiable 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 the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be submitted to NYSED at [www.nysed.gov/data-privacy-security](http://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](mailto:privacy@nysed.gov); or by telephone at 518-474- 0937.

#### **Supplemental Information to Parents Bill or Rights for Data Privacy and Security:**

1. The exclusive purpose for which Contractor is being provided access to student data and/or teacher or principal data is:
  - o Enrollment in the Dream It Do It Advanced Manufacturing Program using the Tallo technology platform.
  - o Collection of student survey data to understand the impact of programming and events and to provide insight into program and event improvement opportunities using Survey Monkey.

Student data and/or teacher or principal data received by Contractor, or by any assignee of Contractor, from CLCS or its employees, officers, agents, and/or students will not be sold or used for marketing purposes.

2. Contractor agrees that any of its officers or employees, and any officers or employees of any assignee or subcontractor of Contractor, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data. More specifically,

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**Survey Monkey:** Please see Survey Monkey's data security and compliance details may be found at: <https://www.surveymonkey.com/mp/data-security-and-compliance/>

1. The Agreement between Contractor and CLCS for *CLCS students access to the Dream It Do It program*; expires on July 31, 2027. Upon expiration of that agreement without a successor Agreement in place, Contractor will assist CLCS in exporting any and all student data and/or teacher or principal data previously received by Contractor back to CLCS. Contractor will thereafter securely delete any and all student data and/or teacher or principal data remaining in its possession or the possession of any and all its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data), as well as any and all student data and/or teacher or principal data maintained on its behalf of in secure data center facilities. Contractor will ensure that no copy, summary, or extract of the student data and/or teacher or principal data, or any related work papers, are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of student data and/or teacher or principal data will be completed within thirty (30) days of the expiration of the agreement between CLCS and Contractor. To the extent that Contractor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they/it will not attempt to re-identify de-identified data and will not transfer de-identified data to any party.
2. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the CLCS for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30.
3. Student data and/or teacher or principal data transferred to Contractor by CLCS or CLCS officers, employees, agents, or students will be stored in electronic format on systems maintained by Contractor in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Contractor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.
4. Any student data and/or teacher or principal data possessed by Contractor will be protected using encryption while in motion and at rest



**Acknowledged and agreed to by:**

Signature:   
Name: CYNTHIA J. ARONSON  
Title: Director Dream It Do It WNY - Chautauqua  
Date: 1.16.25