

**DATA SHARING AND CONFIDENTIALITY AGREEMENT**

**INCLUDING  
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND  
PRIVACY AND  
SUPPLEMENTAL INFORMATION ABOUT THE  
Agreement**

**Between Mayfield Central School  
District and  
\_\_\_\_\_ (COMPANY)**

**1. Purpose**

(a) This Data Sharing and Confidentiality Agreement (DSC Agreement) supplements the AGREEMENT, to ensure that the AGREEMENT conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Agreement consists of the terms of this DSC Agreement, a copy of MAYFIELD CSD Parents Bill of Rights for Data Security and Privacy signed by COMPANY, and the Supplemental Information about the AGREEMENT that is required to be posted on MAYFIELD CSD's website.

(b) To the extent that any terms contained within the AGREEMENT, or any terms contained within any other Agreements attached to and made a part of the AGREEMENT, conflict with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect. In the event that COMPANY has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the AGREEMENT, to the extent that any term of the TOS conflicts with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect.

**2. Definitions**

Any capitalized term used within this DSC Agreement that is also found in the AGREEMENT will have the same definition as contained within this DSC Agreement.

In addition, as used in this Exhibit:

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that COMPANY receives from a Participating Educational Agency pursuant to the DSC Agreement.

(b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or

3012-d, that COMPANY receives from a Participating Educational Agency pursuant to the AGREEMENT.

(c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to COMPANY's Product.

(d) "Participating Educational Agency" means MAYFIELD CSD

3. **Confidentiality of Protected Data**

(a) COMPANY acknowledges that the Protected Data it receives pursuant to the AGREEMENT may originate from MAYFIELD CSD, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b) COMPANY will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and MAYFIELD CSD policy on data security and privacy. COMPANY acknowledges that MAYFIELD CSD is obligated under Section 2-d to adopt a policy on data security and privacy, and has provided the policy to COMPANY.

4. **Data Security and Privacy Plan**

COMPANY agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with the MAYFIELD CSD Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by COMPANY and is set forth below.

Additional elements of COMPANY's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with MAYFIELD CSD data security and privacy policy, COMPANY will:

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the AGREEMENT, COMPANY will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the AGREEMENT:

(c) COMPANY will comply with all obligations set forth in MAYFIELD CSD “Supplemental Information about the AGREEMENT” below.

(d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, COMPANY has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows:

(e) COMPANY [**check one**] \_\_\_\_\_ will \_\_\_\_\_ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the AGREEMENT. In the event that COMPANY engages any subcontractors, assignees, or other authorized agents to perform its obligations under the AGREEMENT, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in MAYFIELD CSD “Supplemental Information about the AGREEMENT,” below.

(f) COMPANY will manage data security and privacy incidents that implicate Protected Data, including identify breaches and unauthorized disclosures, and COMPANY will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.

(g) COMPANY will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the AGREEMENT is terminated or expires, as more fully described in MAYFIELD CSD’s “Supplemental Information about the AGREEMENT,” below.

## 5. **Additional Statutory and Regulatory Obligations**

COMPANY acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the AGREEMENT and the terms of this Data Sharing and Confidentiality Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist COMPANY in fulfilling one or more of its obligations under the AGREEMENT.

(c) Not use education records for any purposes other than those explicitly authorized in

this Data Sharing and Confidentiality Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of COMPANY using the information to carry out COMPANY's obligations under the AGREEMENT, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice 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 that complies with Section 2-d, as more fully set forth in MAYFIELD CSD "Supplemental Information about the AGREEMENT," below.

(g) Provide notification to MAYFIELD CSD and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by COMPANY or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse MAYFIELD CSD for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to COMPANY or its subcontractors or assignees.

## 6. **Notification of Breach and Unauthorized Release**

(a) COMPANY shall promptly notify MAYFIELD CSD of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after COMPANY has discovered or been informed of the breach or unauthorized release.

(b) COMPANY will provide such notification to MAYFIELD CSD by contacting the MAYFIELD Data Privacy Officer, 518-661-8200

(c) COMPANY will cooperate with MAYFIELD CSD and provide as much information as possible directly to the Data Protection Officer or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date COMPANY discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the COMPANY has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for COMPANY representatives who can assist affected individuals that may have additional questions. Where a breach of unauthorized release is attributable to COMPANY, COMPANY shall pay or promptly reimburse for the full cost of such notification.

(d) COMPANY acknowledges that upon initial notification from COMPANY, MAYFIELD CSD, as the educational agency with which COMPANY contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). COMPANY shall not provide this notification to the CPO directly. In the event the CPO contacts COMPANY directly or requests more information from COMPANY regarding the incident after having been initially informed of the incident by MAYFIELD CSD, COMPANY will promptly inform the Data Protection Officer or designees.

(e) COMPANY will consult directly with the Data Protection Officer or designees prior to providing any further notice of the incident (written or otherwise) directly to any other MAYFIELD CSD or Regional Information Center, or any affected Participating Educational Agency.

**BY COMPANY:**

Tony Viviani  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

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

The Mayfield Central School District is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school 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 New York 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.
- 5) 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>.

**BY COMPANY:**

*Tony Viviani*  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## SUPPLEMENTAL INFORMATION

### ABOUT THE AGREEMENT BETWEEN MAYFIELD CSD AND COMPANY

MAYFIELD CSD has entered into An Agreement ("AGREEMENT") with \_\_\_\_\_ ("COMPANY"), which governs the availability to Participating Educational Agencies of the following Product(s):

*Scope of services from COMPANY:*

Pursuant to the AGREEMENT, Participating Educational Agencies may provide to COMPANY, and COMPANY will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

1. **Exclusive Purpose for which Protected Data will be Used:** The exclusive purpose for which COMPANY is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. COMPANY agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the AGREEMENT. Protected Data received by COMPANY, or any of COMPANY's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.
2. **Oversight of Subcontractors:** In the event that COMPANY engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of COMPANY under the AGREEMENT and applicable state and federal law. COMPANY will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by:

*Describe steps the COMPANY will take:*

**3. Duration of AGREEMENT and Protected Data Upon Expiration:**

- The AGREEMENT commences on \_\_/\_\_/\_\_\_\_ and expires on \_\_/\_\_/\_\_\_\_. Upon expiration of the AGREEMENT without renewal, or upon termination of the AGREEMENT prior to expiration, COMPANY will securely delete or otherwise destroy any and all Protected Data remaining in the possession of COMPANY or its assignees or subcontractors. If requested by a Participating Educational Agency, COMPANY will assist that entity in exporting all Protected Data previously received for its own use, prior to deletion.
- At MAYFIELD CSD request, COMPANY will cooperate with MAYFIELD CSD as necessary in order to transition Protected Data to any successor COMPANY prior to deletion.
- COMPANY agrees that neither it nor its subcontractors, assignees, or other authorized agents will retain any copy, summary or extract of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, COMPANY and/or its subcontractors, assignees, or other authorized agents will provide a certification from an appropriate officer that these requirements have been satisfied in full.

**4. Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to COMPANY, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to COMPANY by following the appeal process in their employing school district's applicable APPR Plan.

**5. Data Storage and Security Protections:** Any Protected Data COMPANY receives will be stored on systems maintained by COMPANY, or by a subcontractor under the direct control of COMPANY, in a secure data center facility located within the United States. The measures that COMPANY will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

**6. Encryption of Protected Data:** COMPANY (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

**BY COMPANY:**

Tony Viviani  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**