AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law

This is an agreement (Clinical Affiliation "Agreement") dated _____ April 25, 2025 _____ entered into by between _____ Intuit, Inc _____, with its principal place of business located at _____ 2700 Coast Ave., Mountain View, CA 94043 _ ("Contractor"), and **Chester Union Free School District**, with its principal place of business located at 64 Hambletonian Avenue, Chester NY 10918 ("CUFSD"). Upon being executed by Contractor's and CUFSD's authorized representatives, this agreement shall be deemed to have been in full force and effect as of the effective date of any prior agreement it amends.

WHEREAS, CUFSD is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Agreement are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Agreement, as follows:

1. **CONFIDENTIAL INFORMATION**
    1.1. Contractor agrees that in performing the Agreement with the CUFSD, Contractor may have access to confidential information in the possession of CUFSD, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.

    1.2. Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, the Commissioner's regulations and relevant CUFSD policy that may be amended or modified during the terms of the Agreement. Upon request by CUFSD, Contractor shall provide CUFSD with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws.

    1.3. Upon expiration of the Agreement to which this Agreement applies, without a successor agreement in place, Contractor shall assist CUFSD in exporting all personally identifiable information (PII) previously received by Contractor from, or developed on behalf of, CUFSD, and Contractor shall, at the request of CUFSD, either securely delete any personally identifiable information (PII) remaining in Contractor's possession or return the student, teacher and/or principal data to CUFSD. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility, in conformity with section 2-D and its implementing regulations.

1.4.   The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of this and any other prior Agreement.

2.   **DATA INSPECTION AND CHALLENGES TO DATA**

2.1.   Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by CUFSD. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to CUFSD' requests for access to PII so CUFSD can make available such personally identifiable information for review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Agreement, Contractor shall promptly notify CUFSD and refer the parent or eligible student to CUFSD.

2.2.   In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of CUFSD.

2.3.   A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal PII, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by CUFSD.

3.   **TRAINING**

3.1.   Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4.   **USE/DISCLOSURE OF DATA**

4.1.   Contractor shall not sell or use for any commercial or marketing purpose student, teacher and/or principal PII that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.

4.2.   Contractor shall use the student, teacher and/or principal PII, records, and or information obtained in connection with this agreement solely for the exclusive purpose of and limited to that which is necessary for the Contractor to perform the duties and services required under the Agreement. Contractor shall not collect or use educational records of CUFSD or any student, teacher and/or principal PII of CUFSD for any purpose other than as explicitly authorized in this Agreement or the Original Agreement.

4.3.   Contractor shall ensure, to the extent that it receives student, teacher and/or principal PII pursuant to the Agreement, that it will not share Confidential Information with any subcontractor or non-employee agent, without prior obtaining a written assurance from them of adherence to the terms of section 2-D and this agreement. Contractor shall indemnify and hold CUFSD harmless from the acts and omissions of the Contractor's employees and subcontractors.

5. CONTRACTOR'S ADDITIONAL OBLIGATIONS UNDER SECTION 2-D AND THIS AGREEMENT

Contractor acknowledges that, with respect to any student, teacher and/or principal PII received through its relationship with CUFSD pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate as Exhibit "A" to this Agreement, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by CUFSD;
- store all data transferred to Contractor pursuant to the Agreement by CUFSD, in an electronic format on systems maintained by Contractor in a secure data facility or hard copies under lock and key;
- limit internal access to student, teacher and/or principal PII to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal PII to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to CUFSD no later than ten (10) business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under public law 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of CUFSD while in motion or at rest from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those expressly agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited;
- Notify CUFSD, in the most expedient way possible and without unreasonable delay but in no event more than seven (7) calendar days after the discovery of any breach of security or unauthorized access to PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse CUFSD for the full cost of any notifications CUFSD makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to legal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Agreement may, at the sole discretion of CUFSD, result in CUFSD immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Agreement and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall constitute a material breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect. Notwithstanding the same, to the extent of any inconsistency between the original agreement and this agreement, the terms of this agreement shall supersede the original agreement.

IN WITNESS WHEREOF, Contractor and CUFSD execute this Agreement to the Agreement as follows:

Contractor Name: CUFSD

By: ___David Zasada___   By: Daniel Svarczkopf___

Title: VP, Corporate Responsibility___   Title: District Privacy Officer___

Signature: _____   Signature: _____

Date: April 28, 2025___   Date: _____

EXHIBIT A
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, 64 Hambletonian Avenue, Chester NY 1098 phone: (845) 469 2231 email: dan.svarczkopf@chesterufsd.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, CUFSD 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:	Intuit, Inc
Description of the purpose(s) for which Contractor will receive/access PII	Intuit for Education is part of the Corporate Responsibility division of Intuit Inc. Intuit for Education is a free and flexible financial literacy program that uses real-world tools to learn about finances and build financial confidence. Intuit for education provides no-cost curriculum resources, professional development, and funded student and community programming. Intuit for Education is used to teach personal and entrepreneurial finance and can be used in the classroom or asynchronously. Along with the free curriculum, Intuit for Education provides free teacher professional development.
Type of PII that Contractor will receive/access	Check all that apply: ☑ Student PII ☐ APPR Data
Contract Term	Contract Start Date: April 28, 2025 Contract End Date: April 28, 2030 **(Please make the contract end date five years from contract start date.)**
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) ☐ Contractor will not utilize subcontractors. ☑ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: ● Securely transfer data to CUFSD, or a successor contractor at CUFSD' option and written discretion, in a format agreed to by the parties. ● Securely delete and destroy data.

Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting CUFSD. If a correction to data is deemed necessary, CUFSD will notify the Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving CUFSD' written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☑ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Intuit uses multi-factor authentication; we safeguard your information by encrypting it when it's stored in our systems; and our fraud prevention technology constantly scans our systems. Please see more about our security practices at https://security.intuit.com/security-practices/
Encryption	Data will be encrypted while in motion and at rest.

Contractor Name: Intuit, Inc

By: David Zasada

Title: VP, Corporate Responsibility

Signature:

Date: April 28, 2025

Signature: *Dave Zasada*

Dave Zasada (Apr 28, 2025 19:10 CDT)

Email: david_zasada@intuit.com