



Cooperstown Central School District
39 Linden Avenue
Cooperstown, NY 13326
(607) 547-8181



Exhibit A

Cooperstown Central School Data Sharing and Confidentiality Agreement

1. Purpose

- a. Cooperstown Central School (hereinafter "District") and _____ (hereinafter "Vendor") are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York State Education Law §2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as "Section 2-d") from the District for purposes of providing certain products or services to the District (the "Master Agreement").
- b. This Exhibit supplements the Master Agreement to which it is attached, to ensure that the Master Agreement conforms to the requirements of Section 2-d. This Exhibit consists of a Data Sharing and Confidentiality Agreement (Exhibit A) signed by _____, a copy of the District's Parents' Bill of Rights for Data Privacy and Security (Exhibit B), the Supplemental Information form (Exhibit C) summarizing the information in the Master Agreement between the Cooperstown Central School District and _____ that the District is required by Section 2-d to post on its website, and a signature page whereby the Vendor attests to the accuracy of the information provided and agrees to comply with the terms of Cooperstown Central School District's *Parents' Bill of Rights for Data Privacy and Security*.
- c. In consideration of the mutual promises set forth in the Master Agreement, Vendor agrees that it will comply with all terms set forth in the Master Agreement and this Exhibit. To the extent that any terms contained in the Master Agreement, or any terms contained in any other Exhibit(s) attached to and made a part of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, "TOS") that would otherwise be applicable to its customers or users of the products or services that are the subject of the Master Agreement between the District and Vendor, and to the extent any terms of the TOS that are or may be in effect at any time during the term of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

As used in this Exhibit:

- a. "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Master Agreement.
- b. "Teacher or Principal Data" means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Master Agreement.
- c. "Protected Data" means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service being provided to the District by Vendor pursuant to the Master Agreement.

- d. "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1)

3. Confidentiality of Protected Data

- a. Vendor acknowledges that the Protected Data it receives pursuant to the Master Agreement originates from the District and that this Protected Data belongs to and is owned by the District.
- b. Vendor 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 District [Policy 5676: Privacy and Security for Student Data and Teacher and Principal Data](#).

4. Data Security and Privacy Plan

As more fully described herein, throughout the term of the Master Agreement, Vendor will have a Data Security and Privacy Plan in place to protect the confidentiality, privacy, and security of the Protected Data it receives from the District.

Vendor's Plan for protecting the District's Protected Data includes, but is not limited to, its agreement to comply with the terms of the [District's Parents' Bill of Rights for Data Security and Privacy](#) (Exhibit B), a copy of which is set forth below and has been signed by the Vendor. Additional components of Vendor's Data Security and Privacy Plan for protection of the District's Protected Data throughout the term of the Master Agreement are as follows:

- a. Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Master Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District's data security and privacy policy.
- b. Vendor will have specific administrative, operational, and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Master Agreement.
- c. Vendor will comply with all obligations contained within the section set forth in Exhibit C entitled "Supplemental Information with Parents' Bill of Rights" between Cooperstown Central School and _____ . The vendor's obligations as described within this section include, but are not limited to:
 - i. its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on Vendor by state and federal law and the Master Agreement shall apply to the subcontractor, and
 - ii. its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Master Agreement.
- d. Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.

- e. Vendor will manage data security and privacy incidents that implicate Protected Data and will develop and implement plans to identify breaches and unauthorized disclosures. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 4 of this Data Sharing and Confidentiality Agreement.

5. Notification of Breach and Unauthorized Release

- a) Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- b) Vendor will provide such notification to the District by contacting the District's Data Privacy Officer, Amy Kukenberger, directly by email at akukenberger@cooperstowncs.org or by phone at 607.547.2595.
- c) Vendor will cooperate with the District and provide as much information as possible directly to the District's Data Privacy Officer or his or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, 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 Protected Data, and contact information for Vendor representatives who can assist affected individuals who may have additional questions.
- d) Vendor acknowledges that upon initial notification from Vendor, the 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 the 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 the District, Vendor will promptly inform the District's Data Privacy Officer or his or her designee.

6. Additional Statutory and Regulatory Obligations

Vendor acknowledges it has the following additional obligations under Section 2-d with respect to any Protected Data received from the District, and any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Master Agreement and the terms of this Data Sharing and Confidentiality Agreement:

- a) To limit internal access to Protected Data to only those employees or subcontractors who are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Master Agreement.
- b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Master Agreement to which this Exhibit is attached.
- c) To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Master 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 the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

- d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.
- e) To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- g) To comply with District [Policy 5676: Privacy and Security for Student Data and Teacher and Principal Data](#), Section 2-d and Part 121.
- h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- i) To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Master Agreement and this Exhibit.
- j) To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.
- k) To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

Agreement and Signature

By signing below, you agree to the terms and conditions set forth in *Exhibit A: Cooperstown Central School Data Sharing and Confidentiality Agreement*

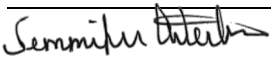
Name (Print) _____
 Signature  _____
 Title _____
 Date _____



EXHIBIT B

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

The Cooperstown Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Cooperstown Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including New York Education Law Section 2-d and its implementing regulations.

To further these goals, 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: Amy Kukenberger, Data Protection Officer, 39 Linden Avenue, Cooperstown, NY 13326. Phone: 607-547-2595. E-mail akukenberger@cooperstowncs.org OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 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 THE VENDOR:

Name (Print) _____
Signature *Semifer Anteb* _____
Title _____
Date _____



**EXHIBIT C
Supplemental Information
About the Master Agreement
between**

Cooperstown CSD and _____



Cooperstown Central School District has entered into a Master Agreement with _____. The table below contains the required supplemental information about the Master Agreement between Cooperstown Central School and _____ that the District is required by Education Law Section 2-d to post on its website.

To be completed by Vendor/Third-Party Contractor subject to New York Education Law § 2-d.

Please list the contract start date _____ and end date _____. Identify what happens to the protected data when the agreement expires or list the section(s) in the contract where this information can be found.

Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used as defined in the contract, or list the section(s) in the contract where this information can be found.

Please list how you will ensure any other entities with which you share protected data, if any, will comply with the data protection and security provisions of law, regulation, and this contract or list the section(s) in the contract where this information can be found.

If permissible, please list how a parent, student, or eligible student, may challenge the accuracy of the protected data collected or list the section(s) in the contract where this information can be found.

Please list where the protected data will be stored and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated or list the section(s) in the contract where this information can be found.

Please list how the data will be protected using encryption or list the section(s) in the contract where this information can be found.

Agreement and Signature

By signing below, you agree:

- The information provided in this document is accurate; and
- To comply with the terms of Cooperstown Central School Parents' Bill of Rights for Data Privacy and Security (Exhibit B)*

*Applicable to Third-Party Contractors subject to New York Education Law § 2-d only.

Name (Print) _____

Signature *Semmiha Aktepe* _____

Title _____

Date _____