

New Lebanon CSD  
DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by The Contractor pursuant to this agreement (the "Data"), The Contractor agrees that the data are sensitive requiring appropriate levels of security to prevent unauthorized disclosure or modification. Therefore, The Contractor shall be subject to the following requirements:

1. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to The Contractor. These may include but are not limited to Personal Privacy Protection Law and Education Law §2-d; the Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
  - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of The Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
  - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
  - c. Access to computer applications and Data are managed through appropriate user ID/password procedures;
  - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system;
  - e. That Contractor have a disaster recovery plan;
  - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
4. This agreement shall expire three (3) years after the date of final signature below. Upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement all hard copies of personally identifiable Data in the possession of The Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data.
5. If personally identifiable data of students, teachers or building principals will be disclosed to The Contractor by NLCSD for purposes of The Contractor providing services to NLCSD, The Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:
  - a. Any officers or employees of the third-party contractor and its assignees who have

- b. In the event that NLCSD is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by The Contractor or its assignee, The Contractor shall promptly reimburse NLCSD for the full cost of such notification.
- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from NLCSD based upon the district's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.
- e. Contractor acknowledges and agrees to the terms of the New Lebanon Parents' Bill of Rights for Data Privacy and Security
- (i)

Braining Camp, LLC  
Name of Vendor Business

D. Mann  
Vendor Representative Signature

Dan Harris, President  
Vendor Representative Name and Title (printed)