

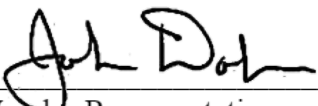
New Lebanon CSD  
DATA SECURITY AND PRIVACY  
PLAN

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 userID/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. 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 access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to

- receiving access;
  - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - c. not use the education records for any other purposes than those explicitly authorized in its contract;
  - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
    - (i) without the prior written consent of the parent or eligible student; or
    - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the district, district board of education, no later than the time the information is disclosed, unless providing notice of the disclosure 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; and
  - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. Contractor must ensure that any disclosed aggregated data cannot reasonably be used to identify a particular individual.
7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of New Lebanon Central School District (NLCSD). The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NLCSD's express prior approval.
8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NLCSD against the Contractor in accordance with this Agreement.
9. Security of Location - Server room will remain a restricted access.
10. Breach Notification.
- a. Contractor shall be required to notify NLCSD of any breach of security resulting in an unauthorized release of data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, NLCSD shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
  - 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.

  
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Vendor Representative

Jack Dolan President

Texthelp Inc.

8/25/20  
Date