

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the "ROC");

"WHEREAS, the Board of Education of the _____, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2024-2025 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;"

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Board of Education of the _____ authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

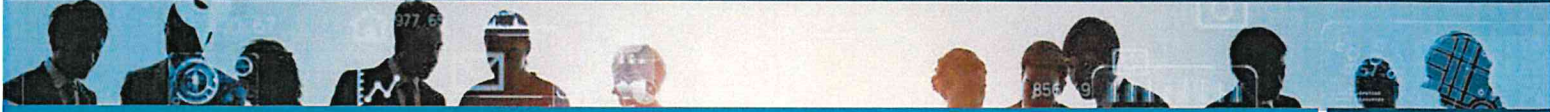
BE IT FURTHER RESOLVED, the _____ Board of Education grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

CERTIFICATION

It is hereby certified that the above motion was approved by the _____ Board of Education at its meeting, duly noticed, held on _____.

Dated _____, 2024

Board Clerk



NEW STRUCTURES TO SUPPORT NEEDS RELATED TO DATA PRIVACY AGREEMENTS

The 12 Regional Information Centers (RICs) have been working in partnership with NYSED to develop a new centralized and standardized structure to support districts in accessing Data Privacy Agreements (DPAs). Using this structure, educational agencies will be able to piggyback on existing DPAs with vendors that include terms to address the Family Education Rights and Privacy Act (FERPA), New York State Education Law Section 2-d (Ed Law 2-d), and other data privacy requirements. Additionally, agencies will be able to submit requests to the RICs to initiate the negotiation of new DPAs. To learn more about leveraging this new option, please review this page and/or contact your local RIC.

▶ CHALLENGE



New York Education Law Section 2-d requires educational agencies to maintain data privacy agreements, with specific provisions, whenever third-party vendors have access to protected student information. Negotiating compliant agreements with numerous vendors is expensive and difficult. This new structure was developed to streamline processes and minimize the fiscal burden.

▶ SOLUTION



In partnership with NYSED, the RICs are working with multi-state and national data privacy and security alliances invested in the K-12 vendor ecosystem to support the negotiation of data privacy agreements (DPAs). Once a NYS DPA is negotiated through the new centralized DPA structure and executed by one educational agency, other educational agencies can piggyback on that agreement.

▶ DPA STRUCTURES PARTNERS

The partners that are responsible for elements of this new centralized structure are the Access for Learning Student Data Privacy Consortium (A4L SDPC), The Education Cooperative Student Data Privacy Alliance (TEC SDPA), the New York State Education Department (NYSED), and the BOCES Regional Information Centers (RICs).



A4L's Student Data Privacy Consortium (SDPC) is a national consortium of schools, state agencies, educational service agencies, and third-party contractors. These stakeholders work together to address data privacy priorities. To streamline DPA negotiation processes, A4L's SDPC has developed a model National Data Privacy Agreement (NDPA) and a related online platform used to manage agreements called the SDPC Resource Registry.

The Education Cooperative (TEC) is a Massachusetts-based educational service agency and 501(c)(3) non-profit organization. The Massachusetts Education Cooperatives are like New York's BOCES. TEC maintains a Student Data Privacy Alliance (called the TEC SDPA). TEC SDPA is a multi-state data privacy alliance. TEC SDPA supports K-12 agencies in New York, Maine, Massachusetts, Missouri, New Hampshire, Ohio, Rhode Island, Tennessee, Vermont, and Virginia. The RIC One ROC maintains a membership with the TEC SDPA. Through this membership, and a membership with A4L/SDPC that is maintained by NYSED, your school district can access DPAs that include terms that address requirements associated with federal and state student data privacy laws (FERPA and Education Law § 2-d).

▶ LOCAL RIC CONTACTS

Each RIC has support structures in place to assist educational agencies in using the centralized DPA structure and related platform. Your local RIC will onboard districts, train users, and provide ongoing support.



CNYRIC
Josh Becker
jbecker@cnyric.org



EDUTECH
Sue Marcano
sue.marcano@edutech.org



GST RIC
Rob McKenzie
rmckenzie@gstboces.org



LHRIC
Madalyn Romano
mromano@lhric.org



MHRIC
Alan Monsanto
amonsanto@mhric.org



MORIC
Brittany Rizzo
brizzo@morice.org



MONROE RIC
Dan Fullerton
daniel_fullerton@boces.monroe.edu



NASSAU RIC
Laura Pollak
lpollak@nasboces.org



NERIC
Monica Statile
monica.statile@neric.org



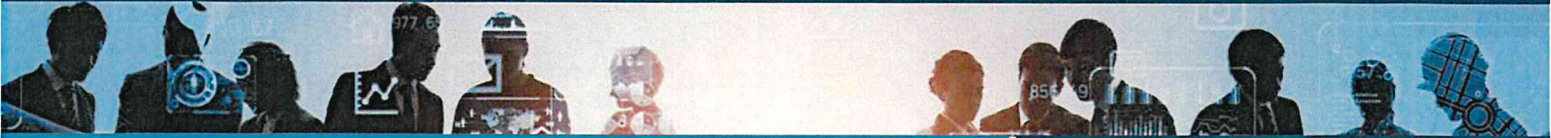
SCRIC
Ashleen Speen
aspeen@btboces.org



SUFFOLK RIC
Janet Mahon
jmahon@esboces.org



WNYRIC
Rachel Grant
rgrant@e1b.org



BENEFITS OF THE NEW DATA PRIVACY AGREEMENTS STRUCTURE

▶ COST-EFFECTIVE AND EFFICIENT DPA NEGOTIATION AND EXECUTION

Data Privacy Agreements (DPAs) are negotiated with greater efficiency. A centralized structure is used to negotiate agreements. These agreements include a piggybacking exhibit. As a result, once a NYS DPA is negotiated through the new centralized DPA structure and executed by one educational agency, other educational agencies can piggyback on that agreement.



ACCESS TO ALREADY NEGOTIATED DPAs

Currently, there are **DPAs FOR 800 PRODUCTS** that NYS educational agencies will be able to piggyback on as they are onboarded to the platform used to manage work flow associated with the structure.

▶ DPA OBLIGATIONS AWARENESS

As agreements negotiated through the new DPA structure include standard terms, over time, vendors and education stakeholders will benefit from increased awareness and understanding of DPA terms.

▶ REDUCED RISK RELATED TO ADOPTION OF NEW PRODUCTS

The Registry supports districts in quickly determining whether a DPA has been successfully negotiated that includes required state terms.

▶ SIMPLIFIES AND IMPROVES INCIDENT RESPONSE

The Registry supports efficient incident response, as there is access to information about product use and there are clear and consistent DPA terms related to breaches and incident response obligations. Standardization will also support vendor accountability and assist the NYSED CPO in managing enforcement cases.

▶ SUPPORTS PARENT AND COMMUNITY TRANSPARENCY AND COMMUNICATION

The Registry includes public-facing views that can be used to share information about resources used in a school district and the DPA terms in place to protect student data. To support DPA management and effective communication, educational agencies can also post information about traditional, also referred to as legacy, DPAs. These are agreements that are negotiated outside of the new structures using local negotiation practices and resources.

▶ STANDARDIZED DATA DESTRUCTION PROCESSES

The standardized DPA includes an optional form that educational agencies can use to communicate with vendors about data disposition needs. Additionally, there are standardized terms related to data destruction requirements.

▶ TRACKING CAPABILITIES RELATED TO EXPIRING AGREEMENTS

The Registry supports agencies in tracking the expiration of DPAs and service agreements. The system has functionality to remind agencies that DPAs require attention as the expiration date nears.

**1 DPA
NEGOTIATED**



**DISTRICTS
PIGGYBACK
ON DPA**



**STANDARD
TERMS**



**CENTRALIZED
NEGOTIATION
STRUCTURE**



**PIGGYBACKING
TERMS AND
WORK FLOW**

Agreement for Special Detail Services

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“County”), including its Oneida County Sheriff’s Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 (“OCSO”), and _____, with its principal offices located at _____ (“Host”), (each entity individually referred to as a “Party” and/or collectively referred to as the “Parties”).

WHEREAS, to better ensure public safety, the Host desires to contract with the County for the presence of uniformed OCSO personnel at various proceedings, meetings, athletic competitions and other events held by the Host (the “Services”);

WHEREAS, the County is agreeable to rendering the Services;

NOW THEREFORE, the Parties enter into this Agreement for the provision of Services in accordance with the terms and conditions set forth herein.

1. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2025, and shall terminate on December 31, 2025.

2. DATE(S) AND TIME(S) OF SERVICES

The name(s), location(s), date(s), time(s) and requested number of OCSO personnel for each event, or series of events, requiring Services is set forth in attached Schedule A.

3. PROVISION OF SERVICES

- a. The County shall provide uniformed OCSO personnel at the Host’s event(s) in accordance with Schedule A.
- b. Notwithstanding the foregoing, the Host understands and agrees that (i) OCSO has a duty to the general public and must constantly assess how best to allocate its personnel; (ii) the Host shall have no recourse against either the County or OCSO if OCSO personnel must be allocated in a manner which renders delivery of Services impracticable or impossible; and (iii) uniformed OCSO personnel to be provided at the Host’s event(s) may include, depending on availability, Sheriff Deputies, Correction Officers and/or Special Patrol Officers.

4. CANCELLATION(S), MODIFICATION(S) AND TERMINATION

- a. In the event the Host seeks to cancel an event set forth in Schedule A, or a portion thereof, the Host shall notify OCSO, in accordance with Section 10, at least twenty-four (24) hours prior to any such cancellation.
- b. In the event the Host wishes to otherwise modify or add event(s), location(s), date(s), hour(s), or the requested number of Sheriff personnel to Schedule A, the Host shall notify OCSO, in accordance with Section 10, of any such request at least

five (5) business days prior to the effective date of the proposed modification or addition; notwithstanding the foregoing, in addition to the limitations set forth in Section 2(b), the Host acknowledges that OCSO may not have personnel available for any such additional services, such that neither the County nor OCSO shall be obligated to provide same.

- c. Either Party may terminate this Agreement by providing thirty (30) days written notice, in accordance with Section 10, prior to the next scheduled date for Services, as set forth in Schedule A.

5. PAYMENT AND BILLING

- a. Services shall be reimbursed at the rate of Eighty-One Dollars (\$81.00), per hour, per OCSO personnel member provided; the Host acknowledges, however, that (i) this rate may be unilaterally increased by the County at any time, without the necessity of amending this Agreement, and (ii) unless this Agreement is otherwise terminated, the Host agrees to pay any such increased rate.
- b. OCSO invoices for Services provided shall be itemized to include the event(s) name, date(s) of Services, and number of hours and OCSO personnel provided.
- c. The Host shall pay invoice(s) within thirty (30) days of receipt of such invoice.

6. AUTHORITY

OCSO Deputies shall be under the direction and control of OCSO. It is understood and agreed between the Parties that the Host will not interfere with the Sheriff's authority. OCSO maintains absolute authority over its personnel and the Services provided under this Agreement.

7. NO SPECIAL DUTY

Nothing in this Agreement shall be construed to create a special duty to the Host or to any third party, including, but not limited to, the Host's employees, agents and servants, as well as attendees at the event(s). The OCSO cannot promise or guarantee crime prevention, safety, or security.

8. INDEPENDENT CONTRACTOR

- a. It is expressly agreed that the relationship of the County, including OCSO, to the Host shall be that of an independent contractor. Neither Party shall be considered an employee of the other Party for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Parties, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such independent contractor status, that neither Party, nor any of their employees or assistants, shall hold themselves out as, nor claim to be, officers or employees of the other Party by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other Party.
- b. The County, including OCSO, and the Host agree that the County is free to undertake other work arrangements and may continue to make its Services available to the public.

- c. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the independent contractor status, it is agreed that both the County, including OCSO, and the Host shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

9. TRAINING

OCSO personnel shall not be required to attend or undergo any training, other than what is required by OCSO. OCSO shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same. The Host shall not require OCSO personnel to undergo any additional training.

10. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other Party, including its agents, officers, servants, and employees, from any claims, demands, causes of action, judgments, liabilities, costs and expenses (including, without limitation, attorneys fees) arising out of injury to person or property of whatever kind or nature caused by the indemnifying Party's negligence, gross negligence, or willful misconduct in performance of its obligations under this Agreement.

11. NOTICE

All notices to the Parties shall be sent by regular mail and email as follows or to such different addresses as the Parties may from time to time designate:

Oneida County Sheriff's Office
Attn: Captain Christine W. Reilly
6065 Judd Road
Oriskany, New York 13424
Email: cwreilly@oneidacountysheriff.us and
apavard@oneidacountysheriff.us

Email: _____

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a Court of competent jurisdiction in Oneida County, New York.

13. ASSIGNMENT

This Agreement may not be assigned by either Party.

14. AMENDMENT

No waiver, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

15. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums, or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings agreements, and prior contracts relative to these services, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in this Agreement.

IN WITNESS WHEREOF, the County, including OCSO, and the Host have caused this Agreement to be executed as of the date below.

County of Oneida

Anthony J. Picente, Jr.
County Executive

Date

Oneida County Sheriff's Office

Robert M. Maciol
Oneida County Sheriff

Date

Host

By:
Title:

Date

Approved

Christopher J. Kalil, Esq.
Assistant County Attorney