

Central Islip Union Free School District

Program Information and Data Privacy

Third Party Agreement



To be completed RENEWAL software/programs prior to purchase/implementation. **by the vendor** and submitted for all NEW and

Refusal of the vendor complete this agreement may serve as cause for the district to see similar services through another program and/or vendor.

Software/Program Title:	Gale Ebooks African American Studies
Publisher:	Cengage Learning, Inc.
Contract Pricing	<input type="checkbox"/> BOCES Contract or Shared Service <input type="checkbox"/> NYS or Federal Contract Pricing <input checked="" type="checkbox"/> Direct Pricing, Bid or RFP with Vendor <input type="checkbox"/> Free Version/Freemium
Single-Sign-On Options	<input type="checkbox"/> SSO Available through Azure AD/SAML <input checked="" type="checkbox"/> SSO through Clever <input type="checkbox"/> NO SSO Option <input type="checkbox"/> N/A - Non-User Based Program/Not Applicable
License Structure:	<input type="checkbox"/> Per-User <input type="checkbox"/> Per-Student <input type="checkbox"/> Per-Teacher/Classroom <input checked="" type="checkbox"/> Per-Building <input type="checkbox"/> Districtwide/Unlimited <input type="checkbox"/> N/A - Not Applicable or Free Version
SIS-PowerSchool Integrations	<input type="checkbox"/> Program DOES NOT sync to SIS (PowerSchool) <input type="checkbox"/> Program DOES sync to SIS (PowerSchool) <input checked="" type="checkbox"/> N/A - Not Applicable

ALL LINKS MUST BE PROVIDED AND COMPLETED BY THE VENDOR!

Software Title:	Gale Ebooks on Gale eBook Platform
Publisher/Developer:	Cengage Learning, Inc.
Developer/Vendor Name:	Cengage Learning, Inc.
Developer/Vendor Mailing Address:	5191 Natorp Blvd. Mason, OH. 45040
Developer/Vendor Privacy Policy Link:	www.gale.com https://www.cengagegroup.com/privacy/

This Data Privacy Agreement ("DPA") is by and between the Central Islip Union Free School District (herein known as "EA"), an Educational Agency, and the above listed software, app or extension developer (herein known as "Contractor"), collectively, the "Parties".

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or

- the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
 4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
 5. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
 6. **Eligible Student:** A student who is eighteen years of age or older.
 7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
 8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
 9. **Parent:** A parent, legal guardian or person in parental relation to the student.
 10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and Teacher or Principal APPR Data, as defined below.
 11. **Release:** Shall have the same meaning as Disclose.
 12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
 13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
 14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
 15. **Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
 16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

ARTICLE II: PRIVACY AND SECURITY OF PII

1. **Compliance with Law:** In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract ("Service Agreement"); Contractor may receive PII regulated by several New York Data Privacy federal laws and regulations, among them, 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); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York Data Privacy law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, Data Privacy federal and local laws, rules, and regulations. To the extent the Services involve the collection by the Contractor of personal information (as such term is defined in the Children's Online Privacy Protection Act) from children under the age of thirteen (13), the EA consents on behalf of parents to the collection of personal information by Contractor for education purposes that benefit the EA and not for other commercial purposes. The individual signing this DPA on behalf of the EA has the authority to authorize the collection of personal information on behalf of the EA. The Contractor's privacy notices are available at <https://www.cengagegroup.com/privacy/>.
2. **Authorized Use:** Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.
3. **Data Security and Privacy Plan:** Contractor shall adopt and maintain reasonable administrative, technical and physical safeguards, measures and controls designed to manage privacy and security risks and protect PII in a manner that complies with applicable New York State, federal and local Data Privacy laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that is designed to reasonably safeguard, measure and control including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.
4. **EA's Data Security and Privacy Policy:** State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy and other applicable policies.
5. **Right of Review and Audit:** Upon request by the EA, Contractor shall provide the EA with summaries 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. In addition, no more than once a year, or following unauthorized access, upon receipt of a written request from EA with at least thirty (30) business days' notice and upon the execution of an appropriate confidentiality agreement, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit. Audit shall be conducted during Contractor's ordinary business hours and in a manner designed to minimize its impact upon Contractor's business and operations.

6. Contractor's Employees and Subcontractors.

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services or as required by applicable law. Contractor shall ensure that all such employees and subcontractors comply with the terms of this DPA.
- (b) Contractor shall make reasonable efforts to ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and not materially less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the gross negligent acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party unless such disclosure is required by applicable statute, court order or subpoena, and to the extent permitted by applicable law the Contractor makes a reasonable effort to notify the EA of the court order or subpoena
in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

7. Training: Contactor shall ensure that all its employees who have access to PII have received or will receive training on the applicable federal and state laws governing confidentiality of such data prior to receiving access.
8. Termination: The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.
9. Data Return and Destruction of Data.
 - (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloudbased facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, upon written request from the EA Contractor shall transfer PII, in a format agreed to by the Parties to the EA.
 - (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy, or direct subcontractors to securely return or destroy, all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
 - (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or direct Subcontractors.
 - (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to reidentify de-identified data and not to transfer de-identified data to any party.
 - (e) Notwithstanding the foregoing, Contractor may retain Data for the purposes of complying with law, provided that the terms of this DPA shall survive and apply with respect to such retained Data and Contractor shall only use and disclose the retained Data for the purposes that require its retention.

- 10. Commercial or Marketing Use Prohibition:** Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose. This section does not prohibit Contractor from using Confidential Information or Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or EA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Information or EA Data for any purpose explicitly permitted by the Parties' Agreement.
- 11. Encryption:** Contractor shall use industry standard security measures including encryption protocols that comply with applicable New York data privacy law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.
- 12. Breach.**
- (a) Contractor shall promptly upon becoming aware notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a reasonable description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office . If any or all of the foregoing information is not available at the time of notification, Contractor will provide it within a reasonable time of such information becoming available. In the event EA is required under Educ. Law § 2-d to notify a parent or eligible student of a breach or unauthorized release of student data attributed to Contractor or its subcontractors,
 - (b) Notifications required under this paragraph must be provided to the EA at the following address: Philip K. Voigt, Director of Technology at Central Islip SD, 50 Wheeler Rd, Central Islip, NY 11722.
- 13. Cooperation with Investigations:** Contractor agrees that it will reasonably cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors gross negligence or wilfull misconduct.

14. Notification to Individuals: Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the reasonable documented cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121. Such documented costs for notifications, not to exceed the total amount of fees paid by EA in the twelve (12) months preceding the breach.
15. Termination: The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

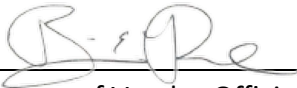
1. Parent and Eligible Student Access: Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.
2. Bill of Rights for Data Privacy and Security: As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence: In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution: This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

As the duly authorized officer of the “contractor” as listed above I attest to all of the above submitted information to be true and accept any liability and/or responsibility for any data breeches or intrusions associated with this program, applications, software or browser extension.



Signature of Vendor Official Representative

7/16/2025

Date

If the program does not collect or transmit any PII, this document must still be completed, initialed (pages) and signed but you may and the select “NO PII OR DATA IS COLLECTED OR VIEWABLE” option above. No program/app/extension will be considered without a complete agreement.

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including 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 or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("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, 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); and 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-privacysecurity/student-data-inventory 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. (i) Complaints should be submitted to Philip K. Voigt, Director of Technology at Central Islip SD, 50 Wheeler Rd, Central Islip, NY 11722. (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, 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.
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.

Page 8 of 9

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Description of the purpose(s) for which Contractor will receive/access PII	Description: <input checked="" type="checkbox"/> NO PII OR DATA IS COLLECTED OR VIEWABLE THROUGH THIS PROGRAM/APP NOT APPLICABLE - NO PII OR DATA IS COLLECTED/VIEWABLE
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> Employee PII <input checked="" type="checkbox"/> NOT APPLICABLE - NO PII OR DATA IS COLLECTED/VIEWABLE
Contract Term	Each Data Privacy Agreement is valid through the software renewal period or 1 Year for non-paid/free/pilot programs.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <input type="checkbox"/> Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. <input type="checkbox"/> Securely delete and destroy data. <input checked="" type="checkbox"/> NOT APPLICABLE - NO PII OR DATA IS COLLECTED/VIEWABLE
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written/emailed request.
Encryption	<input checked="" type="checkbox"/> Data will be encrypted while in motion and at rest. <input type="checkbox"/> NOT APPLICABLE - NO PII OR DATA IS COLLECTED/VIEWABLE

As the duly authorized officer of the "contractor" as listed above I attest to all of the above submitted information to be true and accept any liability and/or responsibility for any data breeches or intrusions associated with this program, applications, software, or browser extension.


Signature of Vendor Official Representative

7/16/2025
Date

If the program does not collect or transmit any PII, this document must still be completed, initialed (pages) and signed but you may and the select “NO PII OR DATA IS COLLECTED OR VIEWABLE” option above.
No program/app/extension will be considered without a complete agreement.