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ORISKANY CENTRAL SCHOOL DISTRICT, THE VILLAGE OF ORISKANY AND THE ORISKANY POLICE DEPARTMENT

AGREEMENT FOR SERVICES SCHOOL RESOURCE OFFICER AND

SCHOOL SECURITY OFFICER Sept 2025-June 2027 SCHOOL YEAR

THIS AGREEMENT is made and entered into, by and between the Village of Oriskany (hereinafter referred to as the "Village" or "Village of Oriskany") and Oriskany Central School District (hereinafter referred to as the "School District" or "Oriskany Central School District").

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and Village are both "municipal corporations" as that term is defined by GML §119-n (a); and

WHEREAS, the School District and Village have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers to serve as School Resource Officer(s) (hereinafter "SRO") and School Security Officer(s) (hereinafter "SSO") in the School District; and

WHEREAS, the compensation provided pursuant to this Agreement is consideration for the services of the SRO and SSO;

NOW THEREFORE, in exchange for the consideration hereinafter stated:

1. TERM. Oriskany Central School District hereby agrees to secure the services of the Oriskany Village Police Department to provide to Oriskany Central School District the services of the School District's SRO and SSO on a part time basis from September 1, 2025 to June 30, 2027, as follows:
   (a) The Village agrees to have the SRO on site at the Oriskany Central School's Junior-Senior High School from 7:30 am until 2:30 pm each school day. The Village agrees to have the SSO on site at the Oriskany Central School's Elementary School from 8:30 am until 3:30 pm each school day. Any adjustments outside regular hours shall be mutually agreed upon in writing between the Superintendent of Schools and the Police Chief.
2. PAYMENT. The rate of pay and fringe benefits will be thirty-seven dollars and twenty-five cents ($37.25) per hour for SRO services and twenty-seven dollars and twenty-five cents ($27.25) per hour for SSO services for the 2025 – 2026 school year.
3. PAYMENT. The rate of pay and fringe benefits will be thirty-eight dollars ($38.00) per hour for SRO services and twenty-eight dollars ($28.00) per hour for SSO services for the 2026 – 2027 school year
4. The Oriskany Central School District agrees to pay the Village of Oriskany on a quarterly basis upon presentation of a detailed billing statement listing the days, hours and time worked by the SRO and SSO. Any after normal school hours for which an officer is required the rate of pay will be 1 ½ times the hourly rate as established by the contract between the Oriskany PBA and the Village of Oriskany. In the event of an inclement weather day, the officer shall receive pay for that day.
5. In the event that the school closes due to an unforeseen catastrophic event for a prolonged period of

5. In the event that the school closes due to an unforeseen catastrophic event for a prolonged period of time, the Superintendent of Schools and the Oriskany Chief of Police will convene to renegotiate the hours of the SRO and the SSO as needed.

6. SCHOOL DISTRICT DUTIES. The School District will:

a) Confirm that the SRO and SSO have received all training under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied;
b) Train Staff annually regarding the appropriate role of the SRO and SSO in schools, and appropriate conditions under which SRO and SSO assistance may be requested;
c) Review data collected by the Village at least once each year pertaining to all school-based searches, seizures, citations, ticketing, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws;
d) Train the SRO and SSO regarding their role in the School District prior to his/her placement in the School District, and provide funding for at least one (1) training annually thereafter. Such trainings should encourage the SRO and SSO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such training may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relatives to lesbian, gay, bisexual, transgender and questioning students.

7. VILLAGE DUTIES. The Village will:

(a) Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The Village shall provide this data to the School District at least once each year during term of this Agreement.
(b) The Village shall provide the School District with an officer capable of providing the following SRO services:

i. Report directly to the Village Police Chief or his/her designee.

ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.

iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.

iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

v. Report all violations of law, school rules, regulations or policies to school administration.

vi. Enforce all governing New York State and Federal Laws, Rules and regulations.

vii. Act as liaison with police and other emergency personnel.

viii. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.

ix. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.

x. Become familiar with all hidden recesses in the building and check them periodically.

xi. Maintain post integrity. Be highly visible at all time and refrain from unnecessary fraternization with other officers/employees of the Oriskany Central School District.

xii. Question any individual not having appropriate identification to ascertain his/her status.

xiii. Develop a working relationship with the School District staff, students, families and community members of Oriskany.

xiv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWI's, weapons, sale of illegal drugs, etc.

xv. The SRO shall not enforce school rules, policies, or regulations. Matters of school discipline shall be referred to the appropriate School District official.

xvi. The SRO shall comply with all Federal, State, and local laws, including but not limited to, civil rights statutes prohibiting discrimination based upon any protected class, including but not limited to race, color, national origin, language status, disability, religion, and sex discrimination(b) The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules; the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO may observe on the School District's behalf.

xvii. The SRO shall be prohibited from detaining or questioning students about their immigration status.

(c) The Village shall provide the School District with an officer capable of providing the following SSO services:

(i) Report directly to the Village Police Chief or his/her designee.

(ii) Patrol and monitor hallways, stairwells, toilet facilities, outside facilities, cafeteria, and other public and unsupervised places of the school to ensure the safety and well- being of students, staff and the security of the facility.

(iii) Assist the staff, police and emergency personnel in handling emergencies or disruptive situations.

(iv) Assist visitors with directions and secure proper identification.

(v) Challenge unauthorized visitors and escort them to school administration or exits

(vi) Display ethical and professional behavior in working with students, parents and personnel.

(vii) Protect confidentiality of records and information if applicable and under the requirements or provisions of Educational Law 20.

(viii) Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.

(ix) Provide for the security and safety of all students, staff and visitors, protect school property and maintain order in and around the school site.

(x) Become familiar with all hidden recesses in the building and check them periodically.

(xi) Maintain post integrity. Be highly visible at all time and refrain from unnecessary fraternization with other officers/employees of the Oriskany Central School District.

(i) Develop a working relationship with the School District staff.

(ii) When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.

(xiv) The SSO shall not enforce school rules, policies, or regulations. Matters of school discipline shall be referred to the appropriate School District official.

(xv) The SSO shall comply with all Federal, State, and local laws, including but not limited to, civil rights statutes prohibiting discrimination based upon any protected class, including but not limited to race, color, national origin, language status, disability, religion, and sex discrimination.

(xvi) The SSO shall be prohibited from detaining or questioning students about their immigration status.

8. INDEPENDENT STATUS. The Village shall be the sole employer of the SRO and SSO. The SRO and SSO shall be providing services to the School District as employees of the Village and not employees of the School District, and any and all services performed by the SRO and SSO under this Agreement shall be performed in such capacity. The SRO and SSO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO and SSO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SRO's or SSO's acts or omissions.

The Village and School District shall comply with all Federal, State, and local laws, rules and regulations. The Village shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Village or its relationship with the School District.

The Village further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties' nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

It is understood by Oriskany Central School District and Oriskany Village that the police department source for SRO and SSO candidates will retain tactical control of the SRO and SSO. The School District shall have no ability to control the manner, means, details or methods by which the SRO, SSO, Village, or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

9. CONFIDENTIALITY: The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in the Contract.

10. EDUCATION LAW 2-0 COMPLIANCE:

A. Data Privacy and Security. The Village shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.l (q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.l(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).

B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Village shall provide notification to the School without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. The Village shall follow the following process:

i. The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the Village's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

ii. Where a breach or unauthorized release of Confidential Data is attributed to the Village, the Village shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.

iii. The Village shall cooperate with the school and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

C. Education Law§ 2-d Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

i.

ii. Addendum A: School District's Parents' Bill of Rights for Data Privacy and Security

iii. Addendum B: Parents' Bill of Rights- Supplemental Information Addendum

iv. Addendum C: Third-Party Data Security and Privacy Plan

11. INDEMNIFICATION: Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Village, its officers, employees or agents, the School District shall indemnify and hold harmless the Village, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contribute to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the Village shall indemnify and hold harmless the School District, its officers, employees and agents from and against

any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Village, the SRO(s), the SSO(s), or third parties under the direction or control of the Village; and the Village shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

12. SEARCH AND SEIZURE PROCEDURES.

(a) The SRO and SSO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO and SSO reserve the right to search in cases where the SRO or SSO has sufficient legal cause to believe that a student or staff member is armed. The SRO or SSO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

(b) The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules; the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO or SSO may observe on the School District's behalf.

13. RECORDS RETENTION. The parties agree that all records must be retained no less than the minimum period of time set forth in the LGS-1 Records Retention & Disposition Schedule (http://www.archives.nysed.gov/ records/ local-government-record-schedule/lgs-1-title-page).

14. BINDING EFFECT: This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.

15. NON-APPROPRIATION. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, Oriskany Central School District shall be under no further obligation to the Village of Oriskany other than payment for cost actually incurred prior to termination and in no event

will the Police Department be responsible for any actual or consequential damages as a result of termination.

16. TERMINATION. Oriskany Central School District and the Village of Oriskany agree that this Agreement may be terminated upon thirty (30) days written notice to the other party said party's designated address. The parties further agree that this Agreement expires on June 30, 2027 without notice. Any extension or renewal of said agreement shall be authorized by the Oriskany Central School District Board of Education and the Village of Oriskany Board of Trustees.

17. GOVERNING LAW. The Agreement shall be construed and interpreted in accordance with the laws of New York State.

18. ASSIGNMENT. This Agreement may not be assigned by either party.

19. INTERPRETATION. The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

20. FORCE MAJEURE. Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). The School District shall have the right to terminate the Agreement immediately upon written notice to Village of any Force Majeure event, and shall not be liable for payment under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

21. COVID-19 HEALTH AND SAFETY. Village shall comply with all federal, state, local laws, rules, regulations, executive orders, guidance and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. Village shall defend, indemnify and hold harmless the School District against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or caused by negligent or intentional acts or omissions of the Village, SRO, and/or SSO in connection with the COVID-19 pandemic (for example, arising from Village's failure to comply with COVID-19 health and safety protocols).

22. WAIVER. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

23. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Superintendent

Oriskany Central School District

Date 7/7/25

Police Department

Chief, Oriskany Police Department

Date 07/23/2025

Village of Oriskany

Mayor

Date 7/21/25

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oriskany Central School District (hereinafter "School District") and Village of Oriskany (hereinafter "Contractor") entered into an agreement dated _____(Hereinafter "Agreement") for the provision of School Resource Officer ("SRO") and School Support Officer ("SSO") services (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

As a local government entity, Contractor actively works to maintain compliance with various data security and privacy requirements.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Contractor will not receive or store any personally identifiable information on Village network resources. Contractor agrees to comply with the District's Data Security and Privacy Policy when accessing the District's computer system.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents' Bill of Rights for Data Privacy and Security and will comply with same.

a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

The School Resource Officer and School Security Officer shall receive training from the School District at the start of the school year.

5. Subcontractors (check one):

_X_ Contractor shall not utilize subcontractors.

_____ Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

Contractor maintains various IT security policies and plans, including but not limited to a data breach notification policy. Contractor does not currently intend to receive or store any school district related PII on Village network resources.

7. Termination of Agreement. To the extent Contractor receives or stores PII,

Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____

CONTRACTOR: The Village of Oriskany

Clifford M. O'Connor, Jr, Mayor

ADDENDUM A

ORISKANY CENTRAL SCHOOL DISTRICT

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

In accordance with New York Education Law Section 2-d, school districts are required to publish on their websites a parents' bill of rights for data privacy and security, and to include such information with every contract a school district enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data. The Oriskany Central School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.

2. Patients have the right to inspect and review the complete contents of their child's education record. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA) and the School District's policies.

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. The New York State Education Department collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available: http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or you may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints must be submitted in writing to: Mr. Gregory Cuthbertson, Superintendent of Schools, 1313 Utica Street, Oriskany, NY 13424. Phone 315-768-2058. E-mail gcuthbertson@oriskanycsd.org. Complaints to the New York State Department of Education's Office of the Chief Privacy Officer should be submitted in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website: http://www.nysed.gov/data-privacy-security/report-improper-disclosure.

6.

ADDENDUM B

SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by the Village of Oriskany (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and Oriskany Central School District (the "School District") effective as of September 1, 2021 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law§ 2-d; 8 NYCRR § 121).

3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in the format requested by the School District and/or destroyed by the Contractor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record," as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored physically in the School District's buildings and/or electronically on the School District's computer system. The measures that Contractor takes to protect Confidential Data will align with the District's own policies and the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** To the extent Contractor electronically stores or transmits Confidential Data outside of the School District's computer system, the Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

7.

ADDENDUM C

THIRD-PARTY DATA SECURITY AND PRIVACY PLAN

[See Attached PDFJ