

# North Salem Central School District

## REQUEST FOR PROPOSALS

### DATA SUPPORT SERVICES FOR NYS EDUCATION DEPARTMENT (NYSED) SCHOOL INFORMATION REPOSITORY SYSTEM (SIRS)

RFP No. 24-25-02

**Send Proposals to:**

Purchasing Agent  
North Salem Central School District  
230 June Road  
North Salem, NY 10560

**Proposals Due:**

**Friday, April 19, 2024 at 10:00am**

**Questions concerning this request for Proposals:**

Inquiries must be in writing and submitted no later than Friday, April 12, 2024 via email to:  
bbriganti@northsalemschools.org

## **REQUEST FOR PROPOSAL (RFP)**

The Board of Education of the North Salem CSD, North Salem, New York, invites the submission of sealed proposals for the following professional services:

*RFP No. 24-25-02*

*Data Support Services for New York State Education Department (NYSED)  
School Information Repository System (SIRS) for 2024-2025*

The North Salem CSD is not responsible for any proposal or portion of a proposal submittal that has been damaged or destroyed while in transit to the School District. Proposers should take the necessary precautions to ensure that their proposals are received intact. Illegible proposals or documents (or portions thereof) will be disregarded. The North Salem CSD is not responsible for lateness of mail, carrier, delivery service or the mishandling of mail or deliveries by the School District's staff, US postal service or other service utilized for delivery of proposals. The proposer is solely responsible for ensuring its proposal is received by the North Salem CSD intact by the required date and time.

All prices sought in the RFP shall be filled in. Proposals which are incomplete, conditional or obscure may be rejected as informal. No oral, telephonic, faxed or e-mailed proposals will be considered.

The Board of Education reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals, to re-advertise for new proposals if deemed necessary and/or to accept the proposal which in the judgment of the Board of Education appears to be in the best interest of the School District.

RFP seeks to award a contract commencing on July 1, 2024 through and including June 30, 2025. A contract awarded pursuant to the RFP will be renewable annually (July 1 – June 30), for up to four (4) additional one-year terms, subject to annual review and concurrence of the Board of Education of the North Salem CSD, and the annual availability of a budgetary appropriation for such services.

Dated: April 1, 2024

**SPECIFICATIONS**  
**RFP No. 24-25-02:**  
**Data Support Services for NYSED SIRS System**

**Objective/Purpose:**

The North Salem Central School District (the “District”) is seeking a vendor who possesses the expertise and experience to provide comprehensive Data Support Services for New York State Education Department (“NYSED”) School Information Repository System (“SIRS”). This encompasses the extraction, transfer, verification, and reporting of data from various platforms (Student Information Systems [SIS], Special Education, Human Resources [HR]) to the NYSED data warehouses, ensuring compliance with NYSED's guidelines, and providing necessary training and support to District personnel.

The District has approximately 975 enrolled students, two school buildings (Pequenakonck Elementary School, North Salem MSHS), a District Office and a Bus Garage.

The vendor must possess proficiency in the District’s SIS (eSchoolData) and provide on-going SIS maintenance activities including: annual roll-over, school year setup with marking periods and grading

**Scope of Work:**

**Data Management**

Handle the extraction of District data from various platforms, including SIS, Special Education, HR, and others.

Import and upload data to Level 0, ensuring error resolution in this phase.

Transfer cleansed data from Level 0 to Level 1 and subsequently to Level 2, ensuring that reports and verifications at each level meet the required standards.

Maintain and access data from the Level 0 Historical archive as needed.

Utilize the Level 0 for relevant data management activities.

Ensure accuracy and completion of the 3 Year Basic Educational Data Systems (BEDS) data submissions, which include Annual Professional Performance Review (APPR) related data.

Address Near Match Student Resolution issues to guarantee accurate student data. Obtain Data Certifications as and when required by NYSED or other relevant authorities.

Ensure student data remains complete current and accurate, especially for data submission

deadlines and in preparation for the printing of answer sheets for State Testing.

Review Tested/Not Tested reports to verify accuracy and completeness.

### **Communication and Collaboration**

Collaborate with the Lower Hudson Regional Information Center (LHRIC).

Effectively communicate timelines, upload-errors, and resolutions with relevant District departments.

Extract and share Level 2 reports, including those relevant to APPR, with building principals and directors of the District for data validation.

Facilitate inter-departmental communication within the District regarding state data collection and reporting activities.

Regularly update the administrative point of contact on activity statuses, including data analysis and reasonableness checks.

Have a comprehensive understanding of the resources available from the New York State Education Department's data reporting website at: <https://www.nysed.gov/information-reporting-services/collection-and-reporting-systems>, including the SIRS data manual.

Obtain the signed statement of certification of the District's Superintendent before NYSED-determined deadlines.

### **Training**

Identify training needs for District and building administrators, support staff, and others responsible for data handling.

Collaborate with the District to provide assistance and guidance on the verification and cleansing of state accountability data, ensuring accuracy and compliance. Additionally, offer report sets to address reporting errors and guide future data handling and training needs.

Provide on-going training and staff support for the District's SIS, including the oversight of all on-going SIS maintenance, configurations and setup for its ongoing operation.

Provide coaching and training to staff, ensuring they understand data errors and corrections, with the aim of minimizing errors in the future.

Provide SIS support for staff in all SIS areas including student program services including but not limited to scheduling, reporting, data extraction, user account management, portal management.

### **Regulatory Adherence**

Stay updated with NYSED reporting requirements, which might change periodically.

Must provide additional data support services for compliance with other mandated state and Federal reporting requirements such as School Safety and the Educational Climate, or SSEC formerly known as DASA/VADIR, and the Civil Rights Data Collection.

Attend informational sessions for District Data Coordinators offered by LHRIC to stay informed on data collection and verification requirements.

Adherence to NYS Data Privacy and Security, including NYS Education Law 2d, especially when maintaining SIS user management of information access and information access controls.

Adhere to NYSED's "legitimate educational interest" clause concerning data access and confidentiality.

Implement measures aligned with NYSED guidelines to guarantee data accuracy and compliance. Ensure compliance with the Civil Rights Data Collection (CRDC) requirements and other state testing standards.

As required by New York Education Law Section 2-d and its implementing regulations (8 NYCRR Part 121), complete a Data Security and Privacy Plan with the District, which will include a copy of the District's Parents' Bill of Rights for Data Privacy and Security with Supplemental Information signed by the proposer. The District's Parents' Bill of Rights for Data Privacy and Security as well as forms utilized by the District for Data Security and Privacy Plans and the Supplemental Information for the Parents' Bill of Rights are attached to this RFP.

### **Desired Experience With Software Platforms**

ESchool Data

Frontline

ClassLink

nVision (Finance Manager)

Transfinder

### **Proposal Submission Requirements**

North Salem Central School District reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Contractor,
- Waive irregularities or technical deficiencies in a proposal,

- Negotiate the terms, including but not limited to the price, of the engagement of the proposer,
- Accept other than the lowest priced offer,
- Select the proposal(s) which, in the District's sole discretion and with whatever modifications the District and the proposer(s) may mutually agree upon, best meets the District's needs and the requirements as stated in this RFP,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

The North Salem Central School District further reserves the right to request additional information from the proposers after the deadline for the submission of proposals. If necessary, a short-list of proposer(s) may be invited to attend an interview and make a presentation of no more than 60 minutes in duration based on the proposal and to answer any questions. The support personnel, who the proposer intends to have provided services to the District, should be among those making the presentation.

Each proposer will confine its submission to those matters sufficient to define its proposal, and to provide an adequate basis for the North Salem Central School District's evaluation of the proposal.

The proposal of the proposer awarded a contract in response to this RFP will be incorporated into the awarded contract as modified, if at all, by mutual agreement of the District and proposer.

### **Proposal Submission**

Award of the contract resulting from this RFP will be based upon the most responsive Contractor whose offer will be the most advantageous to the North Salem Central School District in terms of cost, functionality and other factors as specified elsewhere in this RFP.

### **Functional Assumptions**

- The District will provide the necessary hardware and software.
- The District will provide the technology consultant with all necessary rights/passwords to administer the entire District's data services.

The District will not be responsible for any employee benefits of the proposer(s) awarded a contract through this RFP

**Proposals shall include the following:**

**Detailed Response Requirements**

**EXECUTIVE SUMMARY**

This section will present a high-level synopsis of the proposer's responses to the RFP. The Executive Summary should be a brief overview of the engagement and should identify the main features and benefits of your solution.

**Company Overview**

Official registered name, address, main telephone number, toll-free numbers, fax numbers and web address. Proposers must provide a company profile that includes an organizational overview and financial records. Please provide the name and all appropriate contact information for the person authorized to contractually bind the organization for any proposal submitted in response to this RFP. Brief history, including year established and number of years your company has been offering the proposed solution.

Discussion of your organization's financial stability including providing the previous two year's financial statements and annual reports. Please include your Dun & Bradstreet Number, if applicable. List all relevant experience in the K-12 sector.

**Transition Plan**

This section addresses how the proposer will transition from the current vendor/District staff providing the services sought in this RFP to the proposer's staff. Include a time schedule and specific transition objectives.

**Management Approach**

Include the method and approach to be used to manage the overall relationship once a contract is signed. Briefly describe how the engagement proceeds from beginning to end. Explain how the District will be kept informed of personnel usage, project status and potential issues.

Proposers must specify an annual work calendar and daily hours of operation. Proposer must include a proposed evaluation rubric for services provided.

**Team Staffing**

Please include a list of team members and their credentials for your organization for the entire life cycle of the relationship. Include the procedure for evaluating and replacing staff if requested. Explain what staff will be needed and what each staff member's role would be in providing services to the District. All of proposer's staff providing services to the District must meet full NYSED employment requirements, including but not limited to background checks and fingerprinting. The District reserves the right to require a change to the staff providing services to

the District pursuant to the awarded contract upon providing sufficient notice to the proposer awarded a contract.

### **Third Party Relationships**

Please include a list of established relationships with third party contractors, including but not limited to Microsoft, Dell, Google, Adobe, Apple, Lenovo, HP and Cisco. Include your certification or partner level, if appropriate, and experiences in working with these contractors.

### **Employee Schedule**

Include a detailed annual schedule including all holidays, length of work day, procedure for covering daily absences and vacations.

### **Pricing**

Please include itemized pricing including all costs associated with the services to be performed pursuant to the awarded contract. Itemization includes daily staffing, training of District staff, data management services as described in this RFP, and project executive services. Proposers must submit a cost structure for their proposed solution for the 2024-2025 school year, and include proposed rates should the District elect to renew the awarded contract in one year increments for up to four (4) additional years, subject to approval and appointment by the Board of Education for each year. Annual renewal rates that exceed 2% are disfavored because such an increase exceeds NYS Tax Cap requirements applicable to the District.

Include pricing options for overtime, non-contractual and “extra” work assignments. Proposers must specify any additional costs that will not be covered under the terms of the contract to be awarded. This includes, but is not limited to, installation of new hardware or software or repairs to hardware or software. Any service related costs that are not explicitly outlined and identified as additional costs will be considered to be covered under the terms and rate of the awarded contract.

### **References**

Please provide three (3) current K-12 references, including district name, contact name, title, address, telephone number, email address and client relationship synopsis.

### **RFP Timeline**

Proposed Calendar for receipt and evaluation of proposals

REQUEST FOR PROPOSAL ISSUED: April 1, 2024

DEADLINE FOR RECEIPT OF PROPOSALS: April 19, 2024 at 10:00am

NOTIFICATION OF AWARD: On or before Thursday, May 9, 2024



### **Evaluation Criteria**

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to functional, technical, business, cost, and management requirements.

Evaluation of proposals will be based upon the proposer's responsiveness to the RFP, proposer's demonstrated skill and experience with the services sought, and the total price quoted for all items covered by the RFP.

The following elements will be considered when evaluating the submitted proposals:

1. Completion of all required responses in the correct format.
2. The extent to which the proposed solution fulfills North Salem Central School District's stated requirements as set out in this RFP.
3. An assessment of the proposer's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
4. The proposer's stability, experience and record of past performance in delivering such services in a K-12 environment.
5. Availability within the proposer of sufficient high quality personnel with the required skills and experience for the specific approach proposed.
6. The proposer's acceptance of North Salem Central School District's contractual terms and conditions, if applicable.
7. Overall cost of proposal.

The contract award will be based on the following factors:

- NYSED SIRS experience
- Qualification and ability to meet service requirements
- Cost for Services
- Completeness of RFP and response & presentation
- Comprehensiveness of Transition plan

North Salem Central School District will not pay any cost incurred in the preparation of a proposal in response to this RFP. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal. This RFP does not commit the District to award a contract. The District may, at its discretion and without explanation to the prospective contractors, at any time choose to discontinue this RFP without any obligation to such prospective contractors.

### **Additional Requirements**

#### **Termination**

The proposer(s) awarded a contract or the District may terminate the awarded contract for good cause upon at least 30-days prior written notice to the other party. The proposer(s) awarded a contract shall continue to honor its obligations under the awarded contract until the effective

date(s) of termination and the District shall pay such proposer for services rendered in compliance with the contract until the effective date of termination. The District may terminate the awarded contract for its convenience upon at least 30-days prior written notice to the proposer(s) awarded a contract. The proposer(s) awarded a contract shall continue to honor its obligations under the awarded contract until the effective date(s) of termination and the District shall pay such proposer(s) for services rendered until the effective date of termination. Upon any termination, the parties shall endeavor in an orderly manner to wind down activities under the awarded contract and the proposer(s) awarded a contract shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

### **Insurance**

- I. Each proposer awarded a contract hereby agrees to effectuate the naming of the District as an additional insured on the proposer's insurance policies, with the exception of professional and cyber liability insurance, workers' compensation and N.Y. State disability insurance.
- II. Each policy naming the District as an additional insured shall:
  - A. Be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed and admitted in New York State to issue the type of insurance issued to the proposer and authorized to conduct business in New York State. The decision to accept specific insurers lies exclusively with the District.
  - B. State that the proposer's coverage shall be primary and noncontributory coverage for the District, its Board of Education, offices, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
  - C. Additional insured status for General Liability status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
  - D. The certificate of insurance must describe the specific services provided by the proposer (e.g., elevator repair and service) that are covered by the commercial general liability policy and the umbrella policy.
  - E. At the District's request, each proposer awarded a contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, such proposer will provide a copy of the policy endorsements and forms.
- III. Each proposer awarded a contract pursuant to this RFP agrees to indemnify the District for any deductibles and self-insured retentions applicable to claims made pursuant to the insurance coverage of the proposer.

IV. Each proposer awarded a contract pursuant to this RFP, at its sole cost and expense, shall maintain without interruption the following insurance throughout the term of the awarded contract, including any annual extension of the contract, the following types and amounts of insurance:

**A. Commercial General Liability Insurance**

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense

The general aggregate shall apply on a per-project basis (where applicable).

**B. Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

**C. Cyber Liability**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District/BOCES. If the policy is written on a claims-made basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

**D. Fidelity and Cyber Crime Insurance**

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant’s employees including coverage for computer fraud and fund transfer fraud.

**E. Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District/BOCES. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

**F. Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability, Auto Liability (where applicable) and Professional Liability coverages.

**G. Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers’ Compensation Board. ACORD certificates are not acceptable. A person seeking

an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

If any required insurance policy is written on a claims-made basis, the retroactive date must precede the date of the awarded contract(s).

- V. Each proposer awarded a contract pursuant to this RFP acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of awarded contract and subjects the proposer to liability for damages, indemnification and all other legal remedies available to the District. Each proposer awarded a contract pursuant to this RFP is to provide the District with a certificate of insurance, evidencing the above insurance requirements have been met, prior to the commencement of services for the District. A completed copy of the endorsement used to name the District as an additional insured must be attached to the certificate(s) of insurance provided to the District. The failure of the District to object to the contents of the certificate(s) of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the District.
- VI. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Each proposer awarded a contract pursuant to this RFP further acknowledges that the procurement of the above-referenced insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

### **Terms and Conditions**

All services provided by the proposer awarded a contract pursuant to this RFP must adhere to New York State, federal and local municipal legal requirements (e.g., laws, regulations, orders, codes).

Terms other than those specified in this RFP will be negotiated upon proposal selection.

Confidentiality and data security measures must be strictly adhered to by the selected proposer.

The proposer awarded a contract pursuant to this RFP will be responsible for retrieving data from our source systems located at the Lower Hudson Regional Information Center and ensuring its transfer and processing through Level 0 (Import, upload, and error resolution), Level 1, Level 2 (Reports and Verification), and Level 0 Historical stages.

The proposer awarded a contract pursuant to this RFP will work closely with designated District staff to communicate effectively and provide expert guidance on rectifying data errors in their source systems.

### **RFP Inquiries/Addenda**

Any questions submitted by an individual or agency regarding the RFP should be directed to Barbara Briganti via email at [bbriganti@northsalemschools.org](mailto:bbriganti@northsalemschools.org)

### **Survey of Buildings**

Site visits can be scheduled by contacting

### **Specific Operational Procedure**

The North Salem Central School District reserves the right to deny entrance to its buildings and facilities to any of the employees of the proposer awarded a contract if such employees are not carrying identification.

The proposer awarded a contract will keep an accurate time record of the staff providing services to the District on a per task basis, and that record shall be available on demand by the Assistant Superintendent for Business who will verify the billing.

Any subcontractor that the proposer awarded a contract seeks to use to provide services to the District must be approved by the District and must comply in full with all contract requirements, including required insurance, data security and privacy requirements and fingerprint clearance of staff assigned to provide services to the District.

Liability for damage caused either by commission or omission of acts of the proposer awarded a contract shall lie with the proposer and will be the proposer's obligation to correct under the terms of the awarded contract.

### **Obligation of Proposer**

At the time of the opening of proposals, each proposer will be presumed to have read and be familiar with the terms and Specifications of this RFP including all addenda. The failure or omission of any proposer to receive or examine any form, instrument, document or addenda that is part of this RFP shall in no way relieve any proposer from any obligation in respect to this RFP if awarded a contract. These instructions are to be considered an integral part of all proposals.

### **Cancellation of Contract**

The North Salem Central School District reserves the right to cancel the awarded contract for unsatisfactory service by providing ten days (10) prior written notice. The District representative shall be the sole judge of what constitutes satisfactory or unsatisfactory service on the part of the proposer awarded a contract. The District may also terminate the awarded contract without cause by giving at least thirty (30) days prior written notice to the proposer awarded a contract.

### **Review of Quality of Service Performed**

Using certain categories, the District Administration will rate the quality of the services performed by the proposer awarded a contract pursuant to this RFP.

The categories to be considered are:

- Daily contact with the District's designee.

- Timeliness and attendance.
- Cooperation in scheduling and performing services
- Proposer's ability to work with staff to complete data submissions on time.
- Neatness and appropriate professional appearance and demeanor.
- Cooperation and coordination in timing the services and with the District's educational schedules.
- Promptness and completeness of submission of invoice in accordance with specifications.
- Adequacy of staff, skills and certifications
- Technology and integration competency
- Additional costs incurred by the District
- Proposer's overall service experience

Any inadequacies in these areas will be brought to the attention of the proposer awarded a contract. If, in the opinion of the Board of Education, the proposer fails to correct inadequate service within ten (10) days of being notified of inadequate service, the awarded contract may be terminated.

### **Submittal of Invoice**

- A. If awarded a contract, the proposer shall render invoices to the District by the 15th day of each month for all services completed during the previous calendar month. Invoices shall be made in duplicate. Each invoice shall indicate the date on which services were performed, who performed the services and a brief description of the services performed.
- B. Overtime must be approved by an authorized representative of the District prior to such services. Claim of the proposer awarded a contract will reflect the name of the person authorizing the overtime services.

### **Governing Law and Venue**

The proposer and the District explicitly agree that the awarded contract will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Westchester or the United States District Court, Southern District of New York, located in White Plains, New York, shall be the forum for any actions brought concerning the awarded contract.

### **Advertising**

The proposer(s) awarded a contract shall not advertise or publish as a form of an endorsement, the fact that the District has awarded a contract to the proposer, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

### **Interference**

There shall be no interference with the District's operations in the performance of the service(s) rendered under the awarded contract(s).

### **Cumulative Rights**

The rights and remedies provided by the awarded contract shall be cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any other remedy.

### **Indemnification**

The proposer agrees if awarded a contract, to the maximum extent permitted by law, to indemnify, hold harmless and protect the District and the District's Board of Education, officers, employees, students and volunteers against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, which the District or the District's Board of Education, officers, employees, students and volunteers may directly or indirectly incur, suffer or be required to pay by reason of or in consequence of the negligence, fault, actions or omissions of the proposer, its agents, consultants, employees or representatives, in whole or in part. This Section shall survive termination or expiration of the awarded contract.

### **Independent Contractor Status**

A proposer awarded a contract pursuant to this RFP shall not be considered as having employee status and enters into the awarded contract and will remain throughout the term thereof an independent contractor of the District. The proposer and proposer's officers, employees and/or agents, if any, are retained by the District only for the purposes and to the extent set forth in the awarded contract. Proposer represents and agrees, if retained, it will not hold itself, its officers, employees and/or agents out as employees of the District.

- a. Proposer, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the District's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. A proposer awarded a contract is responsible for providing, at proposer's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for proposer and for proposer's officers, employees and/or agents, if any.
- b. Proposer, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the District and any of its employees.
- c. The District shall not be responsible to pay Proposer for any expenses paid or incurred for the services provided under the awarded contract.
- d. As an independent contractor, a proposer awarded a contract retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. The District will not make deductions from payments to a proposer

awarded a contract for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to each proposer awarded a contract. The proposer shall be responsible for paying, when due, all income or other taxes incurred as a result of the fees paid by the District to the proposer for services provided under the awarded contract. The proposer will indemnify the District for any tax liability, interest, and/or penalties imposed upon the District by any taxing authority based upon the District's failure to withhold any amount from the payments for tax purposes.

### **Right to Examine Records**

The District shall have the right to examine any and all accounting records of any proposer awarded a contract, its officers, employees and/or agents as they pertain to the services provided pursuant to the awarded contract.

### **Compliance with the Law**

The proposer awarded a contract shall comply, at its own cost and expense, with all Federal, State and local statutes, rules, regulations and ordinances applicable to the services provided pursuant to the awarded contract including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of student, teacher and principal data).

- a. The proposer awarded a contract shall obtain and maintain any necessary permits, licenses, registration and/or approvals applicable to the services to be provided pursuant to the awarded contract that are required by the New York State Department of Education, the District, governmental authorities with jurisdiction over the services to be provided.
- b. When on grounds or in buildings or facilities owned by the District to perform services for the District, the proposer awarded a contract shall comply with any of the District's written safety policies, codes or regulations that are generally applicable to visitors and contractors entering District grounds.
- c. The proposer awarded a contract shall adhere to all requirements, protocols, policies and regulations of the District or the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.
- d. The proposer agrees to cooperate with the District and to complete any and all necessary forms or procedures to obtain required fingerprinting and criminal history checks of all personnel of the proposer that will provide on-site services for the District, all at no cost or expense to the District.



### **Non-Discrimination Requirements**

To the extent required by Article 15 of the New York Executive Law (also known as the New York Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the proposer(s) awarded a contract agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. The services provided pursuant to the awarded contract shall be provided without regard to any student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

### **Sexual Harassment**

Each proposer awarded a contract shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of the District's employees, students, contractors and visitors. In the event the District, in its reasonable judgment, determines that a proposer, its officers, directors, employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the District, the proposer shall cause such person to be removed from servicing the District and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

### **No Assignment**

A proposer awarded a contract may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the District, whose consent may be withheld for any reason whatsoever or for no reason.

### **Notices**

Any and all notices or demands required or desired to be given under the awarded contract(s) by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party at the address stated in the awarded contract. If such notice or demand is served personally, it shall be effective immediately. If such notice or demand is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice or demand is addressed. Either party may change its address for purposes of receiving notices or demands by written notice given in the manner described in this paragraph.

### **No Waiver of Default**

No failure by the District to insist upon the strict performance of any term, covenant, agreement or provision of the awarded contract or to exercise any right or remedy upon a breach thereof, and no acceptance by the District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision of the awarded contract.

## **PROPOSAL SUBMISSION**

**Proposals should be submitted in an opaque envelope clearly marked with “Data Support Services for NYSED SIRS System– RFP No. 24-25-02” with the vendor’s name in the top left corner of the envelope and include the following documents:**

- 1. All information outlined in the “Proposal Submission Requirements” on pages 7 through 8**
- 2. Completed “Hold Harmless Agreement”**
- 3. Completed “Non-Collusive Form”**
- 4. Completed “Iran Divestment Certification”**
- 5. Completed “Sexual Harassment Written Policy & Training Certification Form”**
- 6. Completed “Data Security and Privacy Plan” Including Exhibit 1**

**HOLD HARMLESS AGREEMENT**  
**THIS FORM MUST BE SIGNED AND NOTARIZED**

NORTH SALEM CENTRAL SCHOOL DISTRICT  
HOLD HARMLESS AGREEMENT

To the maximum extent permitted by law, the undersigned hereby agrees to defend, indemnify, and save harmless the North Salem Central School District and the School District's Board of Education, officers, employees, students and volunteers from and against any and all liability, loss, damages, claims judgments, costs and expenses (including reasonable attorneys' fees), which the School District or the School District's Board of Education, officers, employees, students and/or volunteers may incur, suffer or be required to pay, directly or indirectly, including but not limited to for bodily injury and/or property damages, by reason of the negligence, fault, actions or omissions of the proposer or the proposer's agents, consultants, officers, directors, employees or representatives, that may occur or that may be alleged to have occurred in the course of the performance of the contract awarded to the proposer by the School District

Signature of Proposer: \_\_\_\_\_  
(Signature of proposer or authorized representative of proposer)

Print Name of Proposer: \_\_\_\_\_

Print Name of Signer: \_\_\_\_\_

Print Title of Signer: \_\_\_\_\_

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Signature of Notary Public**

\_\_\_\_\_  
**Commission Expires**

**NON-COLLUSIVE FORM**  
**THIS FORM MUST BE SIGNED AND NOTARIZED**

**Proposer Name:** \_\_\_\_\_

**Proposer Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Date of Proposal:** \_\_\_\_\_

Non-Collusive Certification

a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which this proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal made to the North Salem Central School District by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where the proposal contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

*The proposer affirms the above statement as true under the penalties of perjury.*

**Signature of Proposer:** \_\_\_\_\_  
(Signature of proposer or authorized representative of a proposer)

**Print Name of Proposer:** \_\_\_\_\_

**Print Name of Signer:** \_\_\_\_\_

**Title of Signer:** \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature, Notary Public**

\_\_\_\_\_  
**Commission Expires**

**IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM**

**THIS FORM MUST BE SIGNED AND NOTARIZED**

In order to be considered a responsible proposer/bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded a contract if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The North Salem Central School District makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Person, Firm, or Corporation**

\_\_\_\_\_  
**Authorized Signature, Notary Public**

\_\_\_\_\_  
**Commission Expires**

**SEXUAL HARASSMENT WRITTEN POLICY & TRAINING**  
**CERTIFICATION FORM**

**THIS FORM MUST BE SIGNED AND NOTARIZED**

I, \_\_\_\_\_, being duly sworn, deposes and  
(Name of Individual Signing this Certification)

says that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

**By:** \_\_\_\_\_  
**Signature**

**Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Signature of Notary Public**

\_\_\_\_\_  
**Commission Expires**

# North Salem Central School District

DISTRICT OFFICE  
230 June Road  
North Salem, NY 10560

## DATA SECURITY AND PRIVACY PLAN

\_\_\_\_\_, having offices at \_\_\_\_\_ (hereinafter “Third-party Contractor”) and North Salem Central School District, having offices at 230 June Road, North Salem, NY 10560 (hereinafter the “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services.

1. **Definitions:** Terms used in this Data Security and Privacy Plan (the “Plan”) shall have the same meanings as those found in New York Education Law Section 2-d (1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.
2. **Confidential Information.** Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if a request for disclosure of confidential information obtained from the School District is received, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, the School District will be notified prior to disclosing the School District’s confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.
3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:
  - a. To execute, comply with and incorporate as Exhibit “1” to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations,



the Parents' Bill of Rights for Data Privacy and Security developed by the School District;

- b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
- c. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;
- d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
- e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;
- f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement: (i) data is stored in a secure data center that monitors the access doors, has fire and security monitoring, has system health and intrusion monitoring, data backups and retentions; and (ii). data storage and access is protected by passwords and use of encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128-bit key encryption or better;
- g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;
- h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure by using encryption that complies with the Advanced Encryption Standard (AES) with

minimum of 128-bit key encryption or better.

- i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless
  - i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
  - ii. the other party has the prior written consent of the applicable teacher or principal; or
  - iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;
- j. To impose on any sub-contractor engaged by the Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on the Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2- d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;
- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;
- m. To immediately notify the School District in the most expedient way possible and

without unreasonable delay and within twenty-four (24) hours of any breach or of discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators was breached and/or released without authorization;

- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
  - o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;
  - p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;
  - q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and
  - r. In the event the Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.
4. The Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District.
5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by:  
[insert how the training was or will be done]

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- 6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents’ Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.
- 7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (circle one)
  - a. Yes
  - b. No

If Yes, the Third-party Contractor agrees that it will not share Confidential information with any additional parties, including an authorized sub-Vendor or non-employee agent, without prior written consent of the School District and, when such consent is provided the Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Third party Contractor shares student data and/or teacher or principal data agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the School District’s Parents’ Bill of Rights, and the federal Family Educational Rights and Privacy Act (“FERPA”). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.

- 8. Describe what actions will be taken by the Third-party Contractor to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data?

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9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement in a format acceptable to the School District. In addition, within 90 days of the expiration or termination of the Agreement, at the sole discretion of the School District, all information and data of the School District remaining in the possession of the Third-party Contractor will be returned to the School District or the Third party Contractor will provide confirmation to the School District that the School District's data in its possession has been securely destroyed in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. Within 90 days of expiration or termination of the Agreement, the Third-party Contractor also will provide confirmation to the School District that all emails containing personally identifiable information of the School District's students are returned to the School District and deleted from the Third-party Contractor's email account in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States.
10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if either New York Education Law Section 2-d or Part 121 of the Regulations of the New York Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.
11. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.
12. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Plan on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third party Contractor in accordance with its terms.

**DATA SECURITY AND PRIVACY PLAN**

IN WITNESS WHEREOF, the parties have executed this Data Privacy and Security Plan on the dates set forth below.

NORTH SALEM CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**INSERT NAME OF THIRD-PARTY CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 1**  
**PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND**  
**SECURITY OF DATA (revised and adopted May 7, 2020)**  
**NEED TO ATTACH NORTH SALEM'S**

Supplemental Information for Third Party Contracts

For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the NORTH SALEM CENTRAL School District (the “District”) enters into with a third-party contractor (the “Contractor”) shall include a Data Security and Privacy Plan that includes a signed copy of the District’s Parents’ Bill of Rights and in which Plan the Contractor agrees to abide by the District’s Parents’ Bill of Rights and to comply with the following:

1. Exclusive Purposes for which Student Data Will Be Used. Use of Personally Identifiable Information (“PII”) under the Agreement will be limited to that necessary for the Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
2. Protective Measures Regarding Third Parties. The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District’s Parents’ Bill of Rights, and the Family Educational Rights and Privacy Act (“FERPA”). In addition, the Contractor will ensure that each subcontractor, person or entity with whom the Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.
3. Expiration of Agreement. Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor’s email account.
4. Challenge to Accuracy of Data. A parent, student, teacher or principal can challenge the accuracy of the Data received or generated by the Contractor in writing addressed to the Superintendent of Schools, 230 June Road, North Salem, NY 10560

5. **Storage of Data.** Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimum of 128-bit key encryption or better.
  
6. **Breach of Personally Identifiable Information.** The Contractor must notify the District of any breach or unauthorized release of PII within 24 hours of any such breach or Contractor's knowledge of such breach. The Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Contractor, its subcontractors, and/or assignees.

Vendor \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_