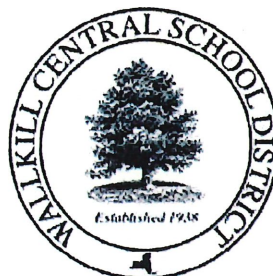




Mount Saint Mary College



AGREEMENT

**Knight Program
Between
Wallkill Central School District
AND
Mount Saint Mary College**

Mount Saint Mary College
330 Powell Avenue
Newburgh, NY 12550

Wallkill Central School District
1500 Route 208
Wallkill, NY 12589

I. Purpose

The purpose of this Agreement is to establish a formal, long-term, substantive partnership and relationship for coordination and collaboration between the Wallkill Central School District ("WCSD") and Mount Saint Mary College ("MSMC") – herein after both named "Parties" – to pursue within the context of their respective constitutional, managerial, and operational frameworks, common goals of offering MSMC courses on limited basis to capable students onsite at WCSD.

II. Objectives

The main goal of this agreement is to institute a college-credit-earning program ("Knight Program") that promotes bilateral cooperation between the Parties based on equality, reciprocity, and mutual benefit; taking into account any applicable laws,

legal provisions, accreditation standards, and New York Department of Education regulations. As per the Official Compilation of Codes, Rules and Regulations (CRR) of the State of New York (Title 8 – Education Department; Chapter II – Regulations of the Commissioner; Subchapter A – Higher and Professional Education; Part 54 – Off-Campus Instruction,), section 54.2. Exceptions, allows “c) courses offered for credit by a degree-granting institution to secondary school students within a secondary school, where those courses are part of a registered curriculum at the degree-granting institution.” Knight Program students enroll with “non-matriculated” status in general education and/or degree program courses regularly offered on the MSMC campus, while attending their WCSD campus.

In addition, the WCSD students may become eligible for MSMC’s [Early Admissions Program](#), whereby qualified WCSD students may gain admission to degree programs after completion of Junior year of high school.

II.1. The objectives of the Knight Program are to:

- A. Offer college-level credit-bearing course(s) on the WCSD campus following curricula approved by MSMC;
- B. Permit qualified WCSD faculty to teach MSMC courses onsite at WCSD;
- C. Establish MSMC’s right and obligation to approve WCSD faculty as having appropriate qualifications and credentials to teach MSMC courses as part of the Knight Program;
- D. Establish MSMC’s rights to approve textbooks, course syllabi, and supplemental materials used to teach any MSMC courses, minimally thirty (30) days before the start of semester;
- E. Establish permission for MSMC personnel to visit WCSD to observe and evaluate the teaching and learning environment as well as the instruction of MSMC courses; such observations and evaluations shall not be used for the purposes of conducting observations of WCSD teachers under Education Law Section 2-d.

- F. Acknowledgement between both Parties that student personally identifiable information is protected by the Family Educational Rights and Privacy Act (FERPA)

II.2. Collaboration between the two Parties should be guided by the following:

- A. MSMC will award academic credit only to students who complete the course with a "C" average (i.e. 70%), or higher;
- B. MSMC will transcribe courses and final grades on official MSMC transcripts;
- C. Students pay \$60 per credit (subject to change in subsequent years);
- D. Eligible students (Sophomores, Juniors and Seniors with 80% or higher average) are registered as non-matriculated MSMC students;
- E. Limited to maximum of fifteen (15) credits or five (5) courses per student.

III. Faculty Qualifications

WCSD faculty who hold a minimum of a Master's Degree in the area of study, or related field, and/or are subject matter experts having taught in the respective academic area of study for more than three years, may submit a curriculum vitae and graduate level transcript(s) to the Vice President for Academic Affairs at MSMC for consideration. The District reserves the right to utilize a WCSD faculty member if the agreed upon faculty member becomes unavailable to teach the course.

IV. Additional Agreements

1. WCSD agrees to provide payment to MSMC at the agreed upon amount of \$60.00 per student per credit for the 2024-2025 school year, and shall agree upon rates per student per credit in subsequent school years covered by this Agreement via a future amendment to this Agreement to the extent that the per student per credit rate increases.
2. WCSD agrees to pay the instructors who teach MSMC courses onsite at WCSD.

3. MSMC certifies that it has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.
4. MSMC acknowledges that it may receive and/or come into contact with personally identifiable information ("PII"), as defined in N.Y.S. Education Law § 2-d from records maintained by WCSD that directly relate to students. MSMC understands and acknowledges that it shall have in place sufficient protection and internal controls to ensure that information is safeguarded in accordance with applicable law and regulations, and understands and agrees that it is responsible for complying with State data security and privacy standards for all PII from education records. MSMC agrees to sign a copy of the WCSD Parents' Bill of Rights for Data Privacy and Security, and to provide supplemental information thereto in accordance with 8 NYCRR Part 121.3.

V. Duration, Termination and Review

1. This Agreement shall commence on August 1, 2024 and shall continue for a period of five (5) years, through July 31, 2029, unless terminated hereunder at an earlier date pursuant to the provision set forth below.
2. Either Party may terminate this Agreement at any time by giving to the other not less than sixty (60) days' notice in writing, or with immediate effect by written notice if the other fails to comply with its obligations under this Agreement. Termination of the Agreement shall be without prejudice to any other collaborative arrangement between Parties.
3. The Parties shall review annually the operation and terms of this Agreement on or before the 31st day of December. The first review date will begin December 2024.

VI. General Matters

Each Party represents that the individuals signing this Agreement have the authority to sign on its behalf in the capacity indicated. Both Parties may request (in

writing) to change authorized signing individuals of this Agreement as deemed necessary.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of AUGUST 15, 2024, in the city of Newburgh, New York, in two copies, each Party acknowledging having received its copy.

Mount Saint Mary College

A handwritten signature in black ink, appearing to be 'E. Merkhofer', written over a horizontal line.

**Evan Merkhofer, Ph.D.
Interim - Vice President for Academic
Affairs**

Wallkill Central School District



**Joseph LoCicero
President, Board of Education**

ADDENDUM TO AGREEMENT

Regarding

Data Privacy and Security

In Accordance with Section 2-d of the New York Education Law

This is an addendum (the "Addendum") to an agreement entered into by between Mount Saint Mary College, with its principal place of business located at 330 Powell Avenue, Newburgh New York ("Contractor"), and **Wallkill Central School District**, with its principal place of business located at 1500 Route 208, Wallkill, New York ("District"). Upon being executed by Contractor's and District's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of the effective date of the Agreement it amends.

WHEREAS, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

1. Confidential Information

1.1 Contractor agrees that in performing the Original Agreement with the District, Contractor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Addendum and the Original Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.

1.2 Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, or the Commissioner's regulations that may be amended or modified during the term of the Original Agreement. Upon request by the District, Contractor shall provide the District with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not

violate Contractor's own information security policies, confidentiality obligations, and applicable laws.

1.3 Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist the District in exporting all student, teacher and/or principal data previously received by Contractor from, or developed on behalf of, the District, and Contractor shall, at the request of the District, either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

2. Data Inspection and Challenges to Data

Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by the District. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to the District's requests for access to PII so the District can facilitate such review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Original Agreement, Contractor shall promptly notify the District and refer the parent or eligible student to the District.

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.

3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. Use/Disclosure of Data

4.1 Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.

4.2 Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Such services include, but are not limited to Educational Courses. Contractor shall not collect or use educational records of the District or any student, teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District. Contractor shall indemnify and hold the District harmless from the acts and omissions of the Contractor's employees and subcontractors.

5. Contractor's Additional Obligations under Section 2-d and this Addendum

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate to this Addendum as Exhibit A, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District, as well as the supplemental information in Exhibit B;
- store all data transferred to Contractor pursuant to the Agreement by the District, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent 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 is required by statute or court order, and notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued

under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Contractor from unauthorized disclosure;

- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes should security breach be the result of Contractor's negligence, errors, omissions, or willful misconduct. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

IN WITNESS WHEREOF, Contractor and the District execute this Addendum to the Agreement as follows:

Contractor: Mount Saint Mary College

District: Wallkill Central School District

By: **Evan Merkhofer** _____

By: _____

Title: **Interim Vice President
for Academic Affairs** _____

Title: _____

Signature:  _____

Signature: _____

Date: **5/11/2024** _____

Date: _____

Exhibit A

District's Parents' Bill of Rights

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

1. To inspect and review the complete contents of their child's education record, as defined in the Wallkill School District's Student Records policy;
2. To access a complete list of all student data elements collected by the State, which is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or by writing to Information & Reporting Services, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;

3. To have complaints about possible breaches of student data heard and determined complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.

*In the event the Commissioner of Education promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Wallkill Central School District reserves the right to revise this document accordingly.