

Partnership Agreement
Between
Ogdensburg City School District (OCSD)
And

Cornell Cooperative Extension of St. Lawrence County (CCE or Applicant)

This AGREEMENT establishes a collaboration between the parties above for the purpose of developing and implementing the Extended School Day/School Violence Prevention Program (ESDSVP) during the 2026-2031 funding cycle. ESDSVP is made possible with funding from the New York State Department of Education.

The partnership agreement is comprised of three sections:

- Joint responsibilities of the CCE and OCSD
- Responsibilities of the CCE
- Responsibilities of the OCSD

1. Term

CCE and OCSD agree to assume and perform the following roles and responsibilities in the administration of the ESDSVP during each school year for a period of five school years beginning July 1, 2026 through June 30, 2031.

2. Scope of the Program

The ESDSVP will serve grades K-6 with the goal of providing after-school programming of the highest quality for a total of 60 students at two locations, OCSD's Madill and Kennedy Elementary Schools. Program will operate three days per week (Tuesday, Wednesday, and Thursday) at a minimum of two hours a day, or six hours per week, except for dates school is not in session due to holidays, school closures, or early dismissals.

The Extended School Day Project will provide extracurricular enrichment activities, including, but not limited to, athletics, academic enrichment, social-emotional learning, art, music, drama, academic tutoring, mentoring, community services, and related programs that will increase student achievement and contribute to school violence prevention by addressing the program's prescribed objectives.

The School Violence Prevention Project will provide enhanced school safety by implementing measures such as secure corridors, diversity programs, collaboration with law enforcement and community organizations, and the use of safety technologies, including metal detectors, intercom systems, and other communication devices, to increase school security and the safety of school personnel and students by addressing the program's prescribed objectives.

3. Joint responsibilities of CCE and OCSD

- a. Ensure that all procedures and regulations for health, fire and safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
- b. Structure and facilitate meaningful communication between the school staff and the

Extended School Day/School Violence Prevention Program. Provide on-going opportunities for school staff and ESDSVP staff to plan, coordinate, and integrate curricular areas with school activities.

- c. Hold regularly scheduled meetings between staff of the partnering agencies and school principal, as well as other appropriate personnel, to discuss all issues pertaining to the Extended School Day/School Violence Prevention Program. Issues would include, but not be limited to, staff performance, effectiveness of program features, student development, and other issues of program evaluation.
- d. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents' Association, School Board and the family members of the program's students, including information regarding school day and after-school program that is accessible in a public space.
- e. Recruit, select, and enroll student participants in the Extended School Day/School Violence Prevention Program and disseminate procedural information widely.
- f. Both the OCSD and CCE may share equipment to enhance each other's programming with youth and families.

4. Responsibilities of CCE

- a. Serve as the lead agency and not-for-profit community-based organization serving OCSD after-school childcare needs while delivering the program in accordance with the proposed ESDSVP grant.
- b. Develop and implement the ESDSVP for students in grades K-6 in two locations, OCSD's Madill Elementary School (K-1st) and John F Kennedy Elementary School (2nd-6th).
- c. Administer the ESDSVP's operating budget as proposed, including funds associated with personnel, fringe benefits, and non-personal services (NPS). Comply with NY State's 30% target for Minority or Women-Owned Business Enterprise (MWBE) as it relates to discretionary purchases.
- d. Ensure that the required ESDSVP outcomes are achieved by developing measurable indicators related to the grant's performance targets. Performance measures will be conducted and maintained throughout the contract period.
- e. Meet and surpass the Program Standards of Excellence as adopted by the NYS Office of Children and Family Services.
- f. Obtain and maintain a School Age Child Care (SACC) Registration.
- g. Communicate and provide information to OCSD about the Extended School Day/School Violence Prevention Program through regularly scheduled meetings.
- h. If applicable, recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full-time person responsible for the program.
- i. Manage the day-to-day operations of the program and notify OCSD of any problems, issues, and concerns in a timely fashion.
- j. Track student enrollment and attendance and provide that information to GCSD as necessary.

- k. Ensure student enrollment into the program includes a process for collecting parental consent for obtainment of academic information (GPA, report cards, test scores), behavior records, medical information, and custody from the school district as needed for facilitation of the program and required grant reporting.
- l. Invite designated school staff to attend Extended School Day staff meetings.
- m. Attend school staff meetings as determined by lead applicant, in agreement with OCSD staff.
- n. Meetings to be attended by CCE, the lead applicant, shall be discussed and agreed upon with OCSD staff.
- o. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.
- p. Work cooperatively with the research and evaluation component of the Extended School Day/School Violence Prevention Program.
- q. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school programs, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.
- r. Ensure that all applicable local and state requirements for staff clearances are met.
- s. Ensure that all employees, officers, agents, and/or any other individual who will work with the OCSD's students and move in and out of student occupied areas for more than five (5) days during the school year complete all required fingerprinting and criminal background checks of in accordance with the requirements in the New York State Education Law and Commissioner's Regulations. This shall be done at CCE's sole cost and expense. Proof of such compliance shall be provided to the OCSD before any such employee performs services under this Agreement.
- t. Develop protocol for emergency notification of parents and/or guardians.
- u. Establish procedures for the safe-keeping and safe transport of children after program hours.
- v. Ensure that there are staff on-site during program hours trained in first aid, CPR and medical emergencies.
- w. Maintain appropriate insurance coverage.
- x. Comply with all Federal, State and Local laws, regulations, and School District's Board policies.
- y. Maintain the confidentiality of Student records in accordance with the Family Educational Rights and Privacy Act (FERPA) and Education Law Section 2-d, or any other applicable federal laws and regulations. The following addenda are attached hereto and incorporated therein:
 - Addendum A: Parents' Bill of Rights for Data Privacy and Security
 - Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
 - Addendum C: CCE's Data Security and Privacy Plan

5. Responsibilities of OCSD

- a. Work cooperatively with CCE, Extended School Day/School Violence Prevention Program staff, the Resource Center, and independent evaluator. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.
- b. If the program is school based, assure availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium and any other relevant space at no additional cost.
- c. Ensure that at least one of the OCS D administration team members attends each Extended School Day Program Advisory Committee meeting, held quarterly throughout the school year.
- d. Supply adequate and appropriate storage space for the after-school program's materials and equipment.
- e. Facilitate the provision of full custodial services at no cost.
- f. Identify and organize appropriate security for the after-school program.

6. Further, the parties of this contract jointly agree:

- a. That this Agreement is contingent upon continued funding availability by the NYS Education Department and the award of the grant funds as applied for by CCE on behalf of OCS D.
- b. That either party may terminate this agreement with thirty (30) days' written notice of intent following negotiation with the parties involved.

7. Insurance and Risk Management:

To the extent permitted by law each party to this agreement shall hold harmless, indemnify and defend with reasonable attorneys' fees the other party, its offices, directors, employees and agents from and against any claims, demands, suits, causes of action and/or liability that results from injury to any person, including death, or damage to property caused by or resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its employees, or agents.

Each party shall maintain Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate covering is respective obligations herein.

CCE shall maintain workers' compensation insurance in amounts and with coverages that are customarily maintained, as well as Sexual Abuse and Molestation coverage \$1,000,000 (per occurrence), \$2,000,000 (aggregate).

Furthermore, each party shall name the other party as an Additional Insured on the same.

8. Governing Law:

This Agreement shall be interpreted under and according to the laws of the State of New York. Any and all disputes arising in connection with this Agreement shall be venued in a court of competent jurisdiction located in St. Lawrence County, New York.

9. Entire Agreement:

This Agreement constitutes the entire and final agreement of the parties with respect to the subject matter thereof, and it supersedes all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter thereof. This Agreement is binding upon and inure the benefit of the parties hereto and upon their respective successors and permitted assigns.

In witness hereof, the parties hereto have caused this agreement to be duly signed and executed, indicating approval of the parties involved.

Cornell Cooperative Extension of St. Lawrence County (Applicant):

Patrick Ames, Executive Director

Date

Ogdensburg City School District:

Kevin Kendall, School Superintendent

Date

ADDENDUM A
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. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Ogdensburg City School District.
3. State and Federal Laws protect the confidentiality of personally identifiable student 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. A complete list of all student data elements collected by New York State is available for review at the following website:

<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.p12.nysed.gov%2Firs%2Fsirs%2Fdocumentation%2FNYSedstudentData.xlsx&wdOrigin=BROWSELINK>

The list may also be made available by writing to:

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 should be directed to:

Kevin Kendall, Superintendent of Schools
Ogdensburg City School District
1100 State Street
Ogdensburg, NY 13669
Email: kkendall@ogdensburgk12.org
[\(315\) 393-0900](tel:3153930900)

OR

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

6. Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:
 - a. The exclusive purposes for which the student data or teacher or principal data will be used.

- b. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
 - c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - d. If and how a parent, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
7. Third-party contractors are also required to:
- a. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
 - b. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
 - c. Not use educational records for any other purpose than those explicitly authorized in the contract;
 - d. Not disclose personally identifiable information to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
 - f. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
 - g. Notify Ogdensburg City School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
 - h. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
 - i. Provide a signed copy of this Bill of Rights to the Ogdensburg City School District, thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.
8. This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

ADDENDUM B:
PARENTS' BILL OF RIGHTS – 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 Cornell Cooperative Extension of St. Lawrence County (the "Provider") are limited to the purposes authorized in the contract between the Provider and the Ogdensburg City School District (the "School District") (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** Provider will ensure that any subcontractors, or other authorized persons or entities to whom the Provider 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 p-d; 8 NYCRR Part 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 JSON format and/or destroyed by the Provider 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 Provider'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 Provider's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required by the 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 Provider by the School District will be stored at Provider's sub-processors, located as applicable, in Europe, Canada and the USA. The measures that the Provider takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** Provider 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.

**ADDENDUM C:
PROVIDER'S DATA SECURITY AND PRIVACY PLAN**

WHEREAS, the Ogdensburg City School District (hereinafter "School District") and Provider entered into an agreement (hereinafter "Agreement") for educational services (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Provider 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, Provider 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): While handling Student Data, Provider will maintain an information security program of policies, procedures and controls consistent with applicable law governing the processing, storage, transmission and security of Student Data.

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

Provider shall limit collection of and retention of personally identifiable information to only those instances when absolutely necessary. Provider shall store information electronically and in hard copy file in a manner to prevent unauthorized access. Provider shall limit access to only those personnel absolutely necessary to perform the services under the Agreement.

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

b. Provider will ensure that the subcontractor(s) or other authorized persons or entities to whom Provider 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, Provider will destroy, 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 Provider 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: All personnel of Provider who have access to sensitive data are required to complete NY 2-d student data privacy and FERPA training before providing services under this Agreement.

5. Provider shall not utilize sub-contractors.

6. Provider 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.

In the event of a security incident affecting our systems that involves data, we will notify the District in the most expeditious time possible and without unreasonable delay, but no longer than seven days, consistent with any measures to determine the scope of the breach and to restore the reasonable integrity of the system in accordance with terms of our Agreement.

Notification shall include detailed information such as: (i) the nature of the security breach, (ii) the steps taken to investigate the security breach, (iii) what District data was used or disclosed, (iv) who or what was the cause of the security breach, (v) what we have done or will do to remediate any deleterious effect of the security breach, and (vi) what corrective action we've taken or will take to prevent a future incident or security breach.

7. Termination of Agreement. Within sixty (60) days of termination of the Agreement, Provider 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 Provider hereto has executed this Data Security and Privacy Plan as of the date signed below:

PROVIDER:

By:

Title:

Date Signed: