

DUAL ENROLLMENT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2023 by and between OYSTER BAY-EAST NORWICH CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District"), as the party of the first part, having its principal place of business located at 1 McCouns Lane, Oyster Bay, New York 11771, and FIVE TOWNS COLLEGE (hereinafter referred to as the "College"), as the party of the second part, having its principal place of business for purposes of this Agreement at 305 North Service Road, Dix Hills, New York 11746.

WHEREAS, a dual enrollment agreement by and between Oyster Bay-East Norwich Central School District (hereinafter the "School District") and Five Towns College (hereinafter the "College") that further enhances the education opportunities available for their students is beneficial; and

WHEREAS, both School District and the College seek to provide Oyster Bay High School students with the best preparation for success in their chosen vocations by, among other things, facilitating the transition to post-secondary study when appropriate, and

WHEREAS, both School District and the College seek to establish a dual enrollment agreement for the benefit of students, who seek to pursue a course of study leading to an appropriate degree from the College, and

WHEREAS, both School District and the College seek to achieve the above-stated objectives by furthering the following goals:

- To provide an opportunity for Oyster Bay High School students to enter into a fully designated career tract, beginning at the secondary school level and progressing sequentially to an appropriate degree program;
- To foster an understanding among Oyster Bay High School students about the opportunity for post-secondary study;
- To develop students who have the potential for success and are prepared to succeed, without regard to their financial ability or economic background; and
- To develop students who value learning for its own sake, who are committed to lifelong learning, and who are able to avail themselves of educational opportunities presented by technological advances.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement shall commence as of September 1, 2023, and shall remain in effect until June 30, 2024.
2. The College shall be responsible for:
 - Providing of the designated course overviews to Oyster Bay High School to

- ensure these courses offered at the College are taught at the high school;
 - Providing scholarship funding for students who pursue post-secondary study at the College;
 - Identify opportunities for Oyster Bay High School Students to participate in the activities of the College;
 - Inviting students to tour the campus; and
 - Notifying Oyster Bay High School of any changes in the agreement.
3. School District shall be responsible for:
- Adopting and teaching the designated College course as defined by the College's Course Overview;
 - Providing to the College the instructor's CV and NYSED license certifications; and
 - Planning the schedule of student assignments to include all of the coursework, assessments, and outcomes as indicated on the College's current *Course Overviews* for the designated courses.
4. In order for an Oyster Bay High School student to receive credits from the College, the student must:
- Play advanced NYSSMA music selections in all music classes to receive College credit;
 - Be in the Junior or Senior year to receive College credit;
 - Register for the course as instructed by the Oyster Bay High School coordinator and pay a fee of \$50 administrative fee directly to the College;
 - Successfully complete the College's curricula as detailed by this agreement and offered by Oyster Bay High School as indicated; and
 - Achieve a grade of C (75%) or higher in designated courses.
5. Students who present the credentials set forth above to the College shall be eligible to receive credit as set forth in *Schedule A*, a copy of which is annexed hereto and made a part of hereof.
6. Both School District and the College shall endeavor to publicize this dual enrollment agreement internally to potential students, so that these students and their families will become aware of the opportunities available to them. It should be noted that students will be limited to six credits in an academic year.
7. College, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. College, its employees, and/or agents shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. College further agrees that any information received by College, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of College, its employees, agents, clients, and/or students will be treated by

College, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

8. College acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by the School District that directly relate to a student(s) (hereinafter referred to as "education record"). College understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes that those explicitly authorized in this Agreement;
 - c. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and
 - d. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
9. College further understands and agrees that it is responsible for submitting a data security and privacy plan to the School District prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with the School District policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of School District's Parents' Bill of Rights and the training requirement established by College for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data"). The College has an existing Data Security Policy and Procedures program that is incorporated by reference herein and is available here: <https://www.ftc.edu/wp-content/uploads/2023/03/DATA-SECURITY-POLICY-2.ED.2023.pdf>
10. College understands that as part of the School District's obligations under New York Education Law Section 2-d, College is responsible for providing the School District with supplemental information to be included in School District's Parents' Bill of Rights. Such supplemental information shall be provided to the School District within ten (10) days of execution of this Agreement and shall include:
 - a. the exclusive purposes for which the student data will be used;
 - b. how College will ensure that subcontractors, persons or entities that College will share the student data with, if any, will abide by data protection and security requirements;
 - c. that student data will be returned or destroyed upon expiration of the Agreement;

- d. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - e. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - f. The College has an existing Data Security Policy and Procedures program that is incorporated by reference herein and is available here: <https://www.ftc.edu/wp-content/uploads/2023/03/DATA-SECURITY-POLICY-2.ED.2023.pdf>
11. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, College shall immediately notify the School District and advise it as to the nature of the breach and steps College has taken to minimize said breach. In the case of required notification to a parent or eligible student, College shall promptly reimburse the School District for the full cost of such notification. College shall indemnify and hold the School District harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.
12. Upon termination of this Agreement, College shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data not otherwise required to be maintained by law or policy of the University. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
14. College or the School District may terminate the provisions in this letter by written notification 60 days prior to the start of classes each semester. These provisions may not be modified orally.
15. College shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the School District.
16. Neither the School District nor College will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because

of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status

17. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non convenient to the conduct of and proceeding in any such court.
18. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Five Towns College
305 North Service Road
Dix Hills, New York 11746

Oyster Bay-East Norwich Central School District
1 McCouns Lane
Oyster Bay, New York 11771
Attn: Superintendent of Schools

19. This Agreement may be terminated by School District upon thirty (30) days' written notice to College. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to School District must be completed by College within thirty (30) days of the termination date. This Agreement may be terminated by School District in the event of a material breach by College, upon three (3) days' written notice from School District to College.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: 9/5/23

OYSTER BAY-EAST NORWICH CENTRAL
SCHOOL DISTRICT
By: [Signature]

Date: 8/29/23

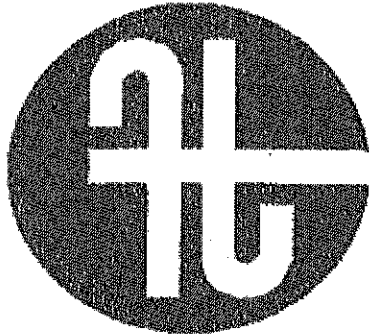
FIVE TOWNS COLLEGE
By: Marsha A. Pollard
Marsha A. Pollard, Provost

SCHEDULE A

**FIVE TOWNS COLLEGE
Dual Enrollment Components**

The following Five Towns College courses have been approved for credit in a dual enrollment agreement with Oyster Bay High School. Final approval was based upon discussion and agreement with Chairpersons of the College and the faculty of Oyster Bay High School.

College Course Code	College Course Name	Credits
1. ENS322	Chamber Singers	1
2. ENS330	Concert Band	1
3. ENS342	Jazz Ensemble	1
4. ENS390	Wind Ensemble	1
5. MAC121	Fundamental Communication Lab 1	3
6. MAC280	Digital Media Art: Design	3
7. VID131	Introductory Production: Television Workshop	3



FIVE TOWNS COLLEGE

DATA SECURITY POLICY & PROCEDURES PROGRAM

The Information Technology (IT) Department

I. Introduction

The protection of sensitive College data and information is of paramount importance. The Information Technology (IT) Department is dedicated to preventing the unauthorized access or disclosure of this information. To assure this, the IT Department has implemented several measures to minimize the risk of unauthorized access. Accordingly, and in response to federal, state and other regulations, including institutional policies, the College is determined to effectuate policies and procedures that safeguard the receipt, collection, storage and then, disposal of this data.

II. Role of IT Department and Individual Designated to Coordinate the Information Security Program

Five Towns College IT Department is the institution's purveyor of both hardware and software and procures appropriate technology for the College. It is thus charged with the responsibility to manage and implement the data security policies and procedures program with the objective to ensure the protection of important and sensitive institutional data and information. Further, the IT Department complies with relevant federal, state, and other regulations and institutional policies. To this end, the institution has designated the Head of the IT Department to coordinate the data security program.

III. Relevant Laws and Regulations

As a recipient of Title IV funds, Five Towns College is classified as a financial institution under the Gramm-Leach-Bliley Act (GLBA, 2002), which is also known as the Financial Modernization Act of 1999. It is a federal law enacted to control the ways that financial institutions deal with the private information of individuals and, thus, there must be certain safeguards in place. Included in these are (1) the development, implementation, and maintenance of a documented data security program; and (2) the designation of an employee to coordinate the program.

V. Data Protection and Account Security Measures

The IT Department has implemented several data protection and account security measures. These security measures include but are not limited to the following:

- Password Policy requires passwords to be changed every six months and follow certain criteria.
- A firewall is in place to block unauthorized traffic and networking hardware is all password protected.
- Network accounts and permissions are implemented.
- Microsoft Active Directory controls Network Access.
- Public websites protected by secure socket layers.
- No access to computers/shared storage only to permitted staff.
- Computers lock after 10 minutes of inactivity.
- Anti-virus is installed on all computers.
- Users with personal computers are limited to Wi-Fi service which is restricted to outbound traffic to the Internet.
- Data is remotely backed up with security in place.
- All applications are password protected.
- Accounts and access for staff/faculty are verified with supervisors.
- Institutional policy not to email social security number or other personally identifiable information.

VI. Institutional Information Risk Assessment and Testing Schedule

Pursuant to the regulations stated above, the institution must perform a risk assessment that addresses the three areas noted above. In addition to account security measures described above, the institution conducts information technology risk assessment. This assessment is on demand, and a monthly/regular schedule is available upon request from the Head of the IT Department.

VII. Institutional Documentation of Information Risk Assessment/Testing Schedule Test and Results

To evidence that the stated risk assessment is conducted and that the testing schedule tests and results are recorded, the institution has developed a plan to record this information. Currently, this is performed monthly and the documentation is available upon written request as appropriate or required from the Head of the IT Department.

VIII. Information Security Policy and Procedures Program Schedule and Contact Information Available on Consumer Information and Compliance Website

For all questions or concerns related to the FTC IT Data Security Policies and Procedures Program and schedule, please contact the Head of the IT Department, Craig Healy. He actively oversees this process and can be contacted at support@ftc.edu.

IX. Communications: Preparedness to Respond Immediately and Appropriately in the Event of Breach

In the event of a breach of these security measures, an internal investigation would be initiated at once and a diagnostic plan would follow. A communications plan has been established among the institution's executive team that includes immediate notification from the IT Department to the Public Safety Office, the Vice President of Finance and Administration and President. Once the source or area of the institution's data involved is determined, all heads of those and other administrative units are notified. The College's Administrative Council has met, discussed, reviewed, and is involved in all notifications that will be sent to the institution's constituents in this event, as well as to the local precinct and public, depending on the situation.

X. Data Security Policies and Procedures Program Related to Third Parties Under Articulation and Dual Enrollment Agreements

The College has several Articulation and Dual Enrollment Agreements with area high schools and/or community colleges. Under those agreements, any related data provided i.e., personally identifiable information as defined by New York Education Law Section 2-d, and/or the Family Educational Rights and Privacy Act (FERPA) is afforded the same protections and is managed under the terms and provisions of the College's Data Security Policies and Procedures Program detailed here and in compliance with state and federal law. Any requests to provide its institutional data security and privacy plan are herein contained and all third parties hereby have acknowledged that they have received actual and/or constructive notice of this as part and parcel of the underlying Articulation and/or Dual Enrollment Agreement(s).

Further, and in conformance with this, the College understands and acknowledges that it has in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it: (1) limits internal access to education records to those individuals that are determined to have legitimate educational interests; (2) does not use the education records for any purposes other than those explicitly authorized in those Agreements; (3) maintains reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and (4) has adopted this institutional Data Security Policy and Procedures Program in compliance with the above that addresses confidentiality, data security and privacy standards and it is available at ftc.edu.