



305 North Service Road
Dix Hills, NY 11746-5871
(631) 656-2163
(631) 656-2191 FAX

DUAL ENROLLMENT AGREEMENT
by and between
Sachem Central School District and Five Towns College

Effective September 1, 2024 to June 30, 2025

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

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

- To provide an opportunity for Sachem Central School District 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 Sachem Central School District 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:

This agreement shall commence as of September 1, 2024, and shall remain in effect until June 30, 2025.

The College shall be responsible for:

- Providing of the designated course overviews to Sachem Central School District to ensure these courses offered at the College are taught at the high school;
- Providing a tuition scholarship of at least 25% or more for students who pursue post-secondary study at the College;
- Identify opportunities for Sachem Central School District Students to participate in the activities of the College;
- Inviting students to tour the campus; and

- Notifying Sachem Central School District of any changes in the agreement.

Sachem Central School District shall be responsible for:

- Teaching the designated College course as defined by the College's Course Overview and Sachem Central School District curriculum;
- 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 agreed by and with Sachem Central School District.

In order for a Sachem Central School District student to receive credits from the College, the student must:

- Play advanced NYSSMA music selections
- Be in the Junior or Senior year to receive College credit;
- Register for the course as instructed by the Sachem Central School District teacher 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 Sachem Central School District as indicated; and
- Achieve a grade of C (75%) or higher in designated courses.

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.

Both Sachem Central 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.

Five Towns College adheres to its Data Security Policy and Procedures Program which incorporates provisions of Education Law-2d, the same is hereby incorporated in the document located on its website here:

<https://www.ftc.edu/wp-content/uploads/2024/06/DATA-SECURITY-POLICY 2.ED 2024.updated.pdf>

In particular, under section X, the policy states, in part,

“ . . . 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. . . ”

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York without regards to conflicts of 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 Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York 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 conveniens* to the conduct of and proceeding in any such court.

Notices under this Agreement shall be deemed to have been duly served if mailed or emailed to:

Christopher Pellettieri
Sachem Central School District
51 School Street
Lake Ronkonkoma, New York 11779

and

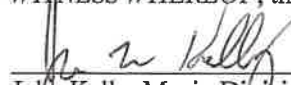
Dr. Marsha Pollard, Provost
Five Towns College
305 North Service Road
Dix Hills, New York 11746
Marsha.pollard@ftc.edu

Five Towns College shall execute the New York State Education Law § 2-d addendum attached hereto.

Either party may terminate this Agreement immediately upon written notice to the other in the event the other party is in material breach of the Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement.

By:


John Kelly, Music Division Chair
Five Towns College
8/20/24

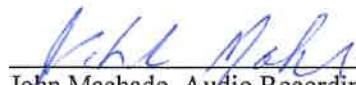
Date

By:


Dr. Marsha Pollard
Provost
8/23/24


Date

By:


John Machado, Audio Recording Technology
Chair
Five Towns College
8/22/24


Date

By:


Robert Scavo
President of the Board of Education
Sachem Central School District
9/10/24

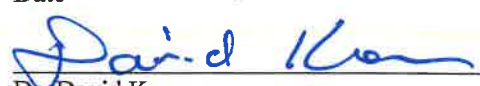
Date

By:


Sharon Ryba-Pertz
Interactive Media Arts Division Chair
Five Towns College
8/21/24

Date

By:


Dr. David Krasner
Theatre Division Chair
Five Towns College
8/20/24

Date

FIVE TOWNS COLLEGE
Dual Enrollment Components

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

SCHEDULE A

Sachem High School Courses	Five Towns College Courses	Credits
Wind Symphony	ENS390- Wind Ensemble	1
Chamber Orchestra	ENS318 – Chamber Orchestra	1
Symphonic Choir	ENS322 – Chamber Singers	1
Music Theory I	MUS111 -Harmony I	3
Musical Theatre Performance	THR107- Musical Theatre I	3
Theatre II	THH191- Introduction to Theatre	3
Stagecraft II	THR111-Introduction to Stagecraft	3
Graphic Design	MAC280-Digital Design: Design	3
Digital Painting	IMA115- Drawing and Imaging	3
Communication Design: Advertising II	IMA240- Design Thinking	3
Advanced Photography	VID145 – Digital Photography	3
Sound & Recording Engineering	AUD304- Nonlinear Recording	3

CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS
ADDENDUM

This Addendum made as of the 1st day of September, 2024 to the Agreement by and between FIVE TOWNS COLLEGE ("COLLEGE") having its principal place of business at 305 North Service Road, Dix Hills, New York 11746, and SACHEM CENTRAL SCHOOL DISTRICT (the "SCHOOL DISTRICT"), having its principal place of business at 51 School Street, Lake Ronkonkoma, New York 11779.

WHEREAS, COLLEGE will receive "student data" as that term is defined in New York Education Law § 2-d and the regulations promulgated thereunder (hereinafter referred to as "Educ. Law § 2-d"); and

WHEREAS, both SCHOOL DISTRICT and COLLEGE are desirous of fulfilling their respective obligations under Educ. Law § 2-d and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement, the parties hereto mutually agree as follows:

1. 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 SCHOOL DISTRICT, 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.
2. COLLEGE acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by Educ. Law § 2-d, from records maintained by 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 (hereinafter referred to as "PII") 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 purposes other than 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 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
3. COLLEGE has no property or licensing rights or claims of ownership to PII, and COLLEGE must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.
4. COLLEGE further understands and agrees that it is responsible for submitting a data security and privacy plan to 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 SCHOOL DISTRICT's 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 PII from student records (hereinafter referred to as "student data").
5. COLLEGE understands that as part of SCHOOL DISTRICT's obligations under Educ. Law § 2-d, COLLEGE is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to 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.
6. Upon request by the SCHOOL DISTRICT, COLLEGE shall provide the SCHOOL 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 COLLEGE's own information security policies, confidentiality obligations, and applicable laws. In addition, COLLEGE may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the SCHOOL

DISTRICT's policies applicable to COLLEGE, and alignment with the NIST Cybersecurity Framework performed by an independent third party at COLLEGE's expense, and provide the audit report to the SCHOOL DISTRICT. COLLEGE may provide the SCHOOL DISTRICT with a recent industry standard independent audit report on COLLEGE's privacy and security practices as an alternative to undergoing an audit.

7. The following requirements apply if COLLEGE will use subcontractors that have access to PII in the course of providing the services:

- a. COLLEGE shall only disclose PII to COLLEGE's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. COLLEGE shall ensure that all such employees and subcontractors comply with the terms of this addendum.
- b. COLLEGE must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this addendum.
- c. COLLEGE shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this addendum, COLLEGE shall: notify the SCHOOL DISTRICT and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this addendum. In the event there is an incident in which the subcontractor compromises PII, COLLEGE shall follow the Data Breach reporting requirements set forth herein.
- d. COLLEGE shall take full responsibility for the acts and omissions of its employees and subcontractors.
- e. COLLEGE must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the COLLEGE makes a reasonable effort to notify the SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to the SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to the SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

8. COLLEGE shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

9. 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 SCHOOL DISTRICT and advise it as to the nature of the breach and steps COLLEGE has taken to minimize said breach. Said notification must be made within seven (7) days of the breach.

Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified, and must to the extent available, and shall include a description of the breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of COLLEGE's investigation; and the contact information for representatives who can assist the SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, COLLEGE shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

10. COLLEGE agrees that it will cooperate with the SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of COLLEGE or its' Authorized Users, as related to such investigations, will be the sole responsibility of the COLLEGE if such breach is attributable to COLLEGE or its subcontractors.

11. In the event that COLLEGE fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$20 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).

12. Except as set forth in paragraph 11, above, in the event COLLEGE violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).

13. COLLEGE shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

14. The following procedure shall take place upon the termination of the Agreement:

- a. COLLEGE agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to the SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the Parties, or expressly requested by the SCHOOL DISTRICT for purposes of facilitating the transfer of PII to the SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, COLLEGE shall transfer PII, in a format agreed to by the Parties to the SCHOOL DISTRICT.
- b. If applicable, once the transfer of PII has been accomplished in accordance with the SCHOOL DISTRICT's written election to do so, COLLEGE agrees to return or destroy all PII when the purpose that necessitated its receipt by COLLEGE has been

completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of COLLEGE in a secure data center and/or cloud-based facilities that remain in the possession of COLLEGE or its subcontractors, COLLEGE shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- c. COLLEGE shall provide the SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by the COLLEGE or its subcontractors.
- d. To the extent that COLLEGE and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

15. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Date: 9/10/24

SACHEM CENTRAL SCHOOL DISTRICT
By: 

Date: 8/23/24

FIVE TOWNS COLLEGE
By: 



SACHEM CENTRAL SCHOOL DISTRICT

We Are Sachem

Parents' Bill of Rights for Data Privacy and Security

The Sachem Central School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

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 education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at: <https://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Jack Renda, Director of Instructional Technology, 51 School Street, Lake Ronkonkoma, NY. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at <https://www.nysed.gov/data-privacy-security/report-improper-disclosure> by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf.

Acknowledged by:

Marsha B. Renda

Five Towns College

Organization

Date

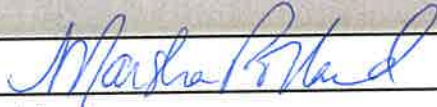
8/23/24

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Five Towns College
Description of the purpose(s) for which Provider will receive/access PII:	1. High School Students that are enrolled in specific courses will receive college credit. 2. Enrollment will be reported to the National Student Clearing House.
Type of PII that Provider will receive/access:	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term:	Contract Start Date: <u>09/01/2024</u> Contract End Date: <u>06/30/2027</u>
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) <input checked="" type="checkbox"/> Provider will not utilize subcontractors. <input type="checkbox"/> Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: <ul style="list-style-type: none"> Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution.</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <div style="border: 1px solid black; padding: 5px;"> https://www.ftc.edu/wp-content/uploads/2024/06/DATA-SECURITY-POLICY-2.ED_2024.updated.pdf </div>
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	Dr. Marsha Pollard
[Title]	Provost, Five Towns College
Date:	8/23/24