VICTOR CENTRAL
SCHOOL DISTRICT

953 High Street, Victor, New York 14564 www.victorschools.org p 585.924.3252

EXHIBIT 1

Compliance With New York State Education Law Section 2-d Contract Addendum

The Victor Central School District is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d"), and Book Creator ("Contractor"), is a third party contractor, as that term is used in Section 2-d. The District and Contractor have entered into this Contract Addendum to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

Definitions

As used in this Addendum and related documents, the following terms shall have the following meanings:

"Student Data" means personally identifiable information from student records that Contractor receives in connection with providing Services under the Agreement.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor" or "Contractor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"Educational Agency" or "District" means the Victor Central School District.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Contractor's product/service.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information or Educational Agency Data.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students.

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

Contractor Obligations and Agreements

Contractor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under the Agreement ("Contract") and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of the Contract. Contractor shall:

(a) limit internal access to education records only to those employees and subcontractors who are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);

(b) only use personally identifiable information for the explicit purpose authorized by the Contract, and must/will not use it for any purpose other than that explicitly authorized in the Contract;

(c) not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Contract, unless (i) if student PII, or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is

provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;

(e) use encryption technology to protect data while in motion or in its custody (i.e., in rest) from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted 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 using a technology or methodology specified by the secretary of the U S.);

(f) not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

(g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Contractor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after such discovery of such breach;

(h) cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information;

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, and that comply with the District's data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the District's Parents' Bill of Rights for Data Privacy and Security, set forth below, as well as all applicable federal, state and local laws, rules and regulations;

(j) acknowledge and hereby agrees that the State-protected Data which Contractor receives or has access to pursuant to the Contract is owned by the District or parent/eligible student from which it originates;

(k) acknowledge and hereby agrees that if Contractor has an online terms of service and/or Privacy Policy that may otherwise be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with the terms of Contract, the terms of this Addendum first and then the Contract shall be given precedence;

(l) acknowledge and hereby agrees that Contractor shall promptly pay for or reimburse the educational agency for the full cost of such breach notification to parents and eligible students due to the unauthorized release of student data by Contractor or its agent or assignee;

(m) ensure that employees, assignees and agents of Contractor who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to such data; and

(n) ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by the data protection obligations imposed on the Contractor by law, the Agreement and this Addendum.

Victor Central School District Parents' Bill of Rights for Data Privacy and Security

The Victor Central School District Parents' Bill of Rights for Data Privacy and Security is available here: https://resources.finalsite.net/images/v1583438676/victorschoolsorg/uywqv5unegftuhyeya51/ParentsBillofRightsforDataPrivacyandSecurity.pdf and is included below.

Victor Central School District Parents' Bill of Rights for Data Privacy and Security

Parents Bill of Rights

Parents Bill of Rights for Data Privacy and Security Pursuant to Education Law section 2-d, Victor Central School District is now required to publish, on their website, a parents bill of rights for data privacy and security and to include such information with every contract a school district enters into with a third party contractor where the third party contractor receives student data or teacher or principal data. The following is Victor Central School District's bill of rights for data privacy and security:

1. A student's personally identifiable information (PII) cannot be sold or released by the Victor Central School District for any commercial or marketing purposes.

2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. The New York State Department of Education (NYSED) will develop policies and procedures pertaining to this right.
3. State and federal laws protect the confidentiality of PII, 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 the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or you may obtain a copy of this list by writing to the 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 file complaints with the District/BOCES about possible privacy breaches of student data by the District's/BOCES' third party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to:
Angela Affronti
Director of Technology at Victor Central Schools
953 High Street
Victor, NY 14564 585-924-3252
affrontia@victorschools.org
Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed. For purposes of further ensuring confidentiality and security of student data — as well as the security of personally-identifiable teacher or principal data — the Parents' Bill of Rights (above) and the following supplemental information must be included in each contract that a school district or BOCES enters into with a third-party contractor with access to this information:
1. the exclusive purposes for which the student data, or teacher or principal data, will be used;
2. 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;
3. when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
4. if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
5. where the student data or teacher or principal 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. In addition, the Chief Privacy Officer (when appointed), with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education and NYSED.

Supplemental Information About Contract Between the District and Contractor

(a) The exclusive purposes for which the personally identifiable information will be used by Contractor is to provide the Book Creator services to students described in the Contract.

(b) Personally identifiable information received by Contractor, or by any assignee of Contractor, from the District or District students shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Contractor, or by any assignee of Contractor shall not be shared with a sub-contractor except as authorized by District and pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Contractor under the Contract, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Addendum shall be immediately through and including July 15th 2020, unless sooner terminated in accordance with the terms of the Agreement.

(e) Upon expiration or termination of the Contract without a successor or renewal agreement in place, Contractor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Contractor shall thereafter securely delete all educational agency data remaining in the possession of Contractor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Contractor in secure data center facilities. Contractor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the secure data center facilities. To the extent that Contractor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Contractor and/or its subcontractors or assignees will provide a certification to the District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Contractor will cooperate with the educational agency to amend such data.

(g) Contractor shall store and maintain PII in electronic format on systems maintained by Contractor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the District's data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the District's Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

Victor Central School District

By: _____ _____

Timothy Terranova, Ed.D., Superintendent of Schools Date

[VENDOR]

Tools For Schools Inc. (Book Creator)

By:

Jon Smith - Teacher Success Manager ***7/17/2020***

[NAME], [TITLE] Date