




monroe one
EDUCATIONAL SERVICES

Daniel T. White
District Superintendent

Lisa N. Ryan
Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan 

SUBJECT: Contract Approvals

DATE: June 13, 2023

The purpose of this memo is to request that at our June 22, 2023, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- ImPact Applications – Regional Information Center - per attached
- RSCHOOL TODAY – Regional Information Center - per attached
- US OMNI – Business Office - per attached
- Monroe Community College – EMCC - per attached

Should you have any questions please contact me prior to our June 22 meeting. Thank you.

Amendment to rSchoolToday Agreement

AMENDMENT ONE TO RSCHOOLTODAY AGREEMENT, made this 30 day of May, 2023 to the May 2021 Agreement (“Agreement”) by between the Monroe 1 Board of Cooperative Educational Services (hereinafter referred to as “BOCES”) and rSchoolToday (hereinafter “Vendor”);

WHEREAS, the parties entered into an Agreement in May 2021 establishing the rights and responsibilities of BOCES and Vendor for services to be provided by Vendor to BOCES and Participating School Districts; and

WHEREAS, the parties desire that the Agreement be modified to extend the term; and

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the May 2021 rSchoolToday Agreement shall continue in full force and effect, except as expressly modified herein.

SECOND: EXTENSION OF THE AGREEMENT

Paragraph 2 of the May 2021 Agreement, entitled “Terms and Termination”, is amended to provide as follows: “This Agreement shall begin on May 6, 2021 and terminate at June 30, 2026; however, either of the parties may terminate this Agreement at any time and for any reason upon thirty (30) days’ prior written notice to the other party. Participating school districts may elect to opt in or out of utilizing RSchoolToday’s services at any time during the term of this Agreement.”

THIRD: Section (e) of the Supplemental Information section of Appendix “A” is amended to provide as follows: “The effective date of this Agreement shall be immediately and the Agreement shall remain in effect until June 30, 2026, unless sooner by either party for any reason upon thirty (30) days’ notice.”

New Section (i) is also added to the Supplemental Information section of Appendix “A” to provide as follows: “(h) A copy of Vendor’s Data Privacy and Security Plan is attached hereto as **Attachment 1** and is incorporated herein by reference as if fully set forth herein.”

FOURTH: BOARD APPROVAL

This Amendment to the rSchoolToday Agreement is subject to approval by the BOCES Board of Education and shall have no force or effect until approved by the Board.

Monroe 1 Board of Cooperative Education Services

By: _____
Daniel T. White, Superintendent of Schools

Date: 6/13/23

rSchoolToday

A handwritten signature in blue ink, appearing to read "Ray Dretske". The signature is stylized with large, flowing letters and a prominent flourish at the end.

By: _____
Ray Dretske, President and CoFounder

Date: May 30 2023

ATTACHMENT 1 - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	https://rschooldtoday.com/policies.html
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	https://rschooldtoday.com/policies.html
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	https://rschooldtoday.com/policies.html
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	https://rschooldtoday.com/policies.html
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	https://rschooldtoday.com/policies.html
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	https://rschooldtoday.com/policies.html
7	Describe your secure destruction practices and how certification will be provided to the EA.	https://rschooldtoday.com/policies.html
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	https://rschooldtoday.com/policies.html
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.

ATTACHMENT 1(a) – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	ID.AM-3
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	ID.BE-4
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	ID.GV-4
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	ID.RA-6
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	ID.RM-1
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the	ID.SC-4

Function	Category	Contractor Response
	processes to identify, assess and manage supply chain risks.	
PROTECT (PR)	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	PR.AC-7
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	PR.AT-5
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	PR.DS-7
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	PR.IP-12
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	PR.MA-2
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	PR.PT-5
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	DE.AR-5
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	DE.CM-8
	Detection Processes (DE.DP): Detection processes and procedures are maintained	DW.DP-5

Function	Category	Contractor Response
	and tested to ensure awareness of anomalous events.	
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	RS.RP-1
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	RS.CO-4
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	RS.AN-5
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	RS.MI-2
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	RS.IM-2
RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	RC.RP-1
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	RC.IM-2
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	RC.CO-3



Daniel T. White
District Superintendent

Lisa N. Ryan
Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan 

SUBJECT: Contract Approvals

DATE: May 11, 2021

The purpose of this memo is to request that at our May 20, 2021 Board of Education meeting the Board adopt a resolution to approve the following contracts:

- Rschool – RIC – per attached

Should you have any questions please contact me prior to our May 20 meeting. Thank you.

RSCHOOLTODAY AND MONROE 1 BOCES

AGREEMENT

AGREEMENT made as of May 6, 2021 by, between, and among rSchoolToday, having its offices at 550 North Reo Street, Suite 300 Tampa, FL 33609 (hereinafter referred to as "RSchoolToday"), and The Monroe One Educational Services 41 O'Connor Road, Fairport, New York, 14450 (hereinafter referred to as "Monroe 1 BOCES"). RSchoolToday enters this Agreement as an independent contractor and will remain as an independent contractor throughout the term of this agreement. RSchoolToday employees shall not be entitled to any rights, payments or benefits afforded to the employees of Monroe 1 BOCES or participating school districts.

1. Scope. RSchoolToday and Monroe 1 BOCES enter into affiliation solely for the purpose of offering school districts and BOCES RSchoolToday's web and application-based sports management, facilities and other services. Through the affiliation, participating school districts will be able to select services that they receive based on their individual district's needs. RSchoolToday will provide ongoing support and assistance to participating school districts during the term of this Agreement.

2. Terms and Termination. This Agreement shall begin on May 6, 2021 and terminate at June 30, 2023; however, either of the parties may terminate this Agreement at any time and for any reason upon thirty (30) days' prior written notice to the other party. Participating school districts may elect to opt in or out of utilizing RSchoolToday's services at any time during the term of this Agreement.

3. Renewal. The parties may renew this Agreement by written mutual agreement sixty (60) days' prior to the end of the term.

4. Fees. The fees for services selected by participating school districts during the term of this Agreement are as follows:

1. Activity Scheduler: \$1.25 per student per year (\$300 min - \$595 max)

2. Activity Registration Portal with Fee Payments

This includes rSchoolToday custom-building all of your forms and completely finishing your site for you before your training even starts! Very little training needed.

INITIAL SET-UP: We populate your site with all your Registration forms and information

School or District Size (# of students)	Initial Set-Up	Annual Fee	Annual Fee if the school is not using AS
Up to 700	\$300	\$450	\$600
700-2,000	\$300	\$650	\$800

2000-4,000	\$400	\$850	\$1,000
4,000-7,000	\$400	\$1,100	\$1,250
7,000-12,000	\$500	\$1,300	\$1,450
12,000-20,000	\$500	\$1,500	\$1,650
20,000-30,000	\$500	\$1,700	\$1,850
Over 30,000	Quoted	Quoted	Quoted

****If the district purchases one AR per school, set up and yearly fees are quoted individually.

3. Facilities Scheduler®

District Size (# of students)	Facilities Scheduler	Facilities Public View	Global Report	
	One time Set Up Fee	Annual Maintenance cost	\$199 Set-up Fee + Annual Cost	\$75 set up > 1000 students, \$100 set up <1000 students
Under 900	\$1,000	\$900	\$195	\$150
900 to 2,500	\$1,000	\$2,100	\$195	\$250
2,500-5,000	\$2,500	\$3,000	\$295	\$250
5,000-8,000	\$4,500	\$4,000	\$395	\$250
8,000- 11,000	\$4,900	\$4,700	\$495	\$250

11,000-20,000	\$5,800	\$5,500	\$695	\$250
20,000-26,000	\$6,000	\$6,500	\$795	\$250
26,000-35,000	\$6,800	\$8,500	\$895	\$250
Over 35,000	\$9,000	\$13,000	\$995	\$250

For an additional \$200-\$500 (depending on # of locations), rSchoolToday will upload locations to FS and Map locations to your Activity Scheduler.

4. Maintenance Work Orders or IT Help Desk – Stand Alone- used to be rWork Order

School or District Size (# of students)	Set up cost	Annual Fee
Under 900	\$200	\$625
900 to 2,500	\$500	\$1,200
2,500-5,000	\$700	\$1,900
5,000-8,000	\$900	\$2,900
8,000-11,000	\$1,200	\$4,400
11,000-20,000	\$1,500	\$5,700
20,000-26,000	\$2,400	\$7,000
Over 26,000	\$3,800	\$9,800

5. Trip Requests®

No limit on the number of trips or charters. Free Integration to Activity Schedulers.

School or District Size (# of students)	Initial Set-Up	Annual Fee Maintenance/Upgrades
under 900	\$300	\$595
900 to 2,000	\$400	\$895
2,000-4,000	\$500	\$1095
4,000-12,000	\$600	\$1,495
12,000-20,000	\$700	\$1,895
Over 20,000	\$900	Quoted

6. Equipment Checkout

Equipment Checkout is part of rSchoolToday's complete Inventory Management program, but we are making this part available to Athletic Directors at a very low cost right now.

rSchool will set up all your equipment and jerseys for you so you can "hit the ground running."

School Size (# of students)	One-Time Set up	Year One Maintenance fee	Subsequent years (includes publishing services for any new equipment)
Up to 600	\$250	\$295	\$350
600-1,200	\$250	\$395	\$450
1,200 +	\$250	\$495	\$550

7. Inventory Management

School or District Size (# of students)	Initial Set Up	Annual Cost*
Under 900	\$200	\$699
900 to 2,500	\$300	\$1,495
2,500-5,000	\$400	\$1,995
5,000-8,000	\$500	\$2,495
8,000-11,000	\$600	\$3,195
11,000-20,000	\$700	\$3,995
20,000-26,000	\$800	\$4,995
26,000-40,000	\$1,000	\$5,995
Over 40,000	Quoted	Quoted

8. Conference or League Website

Advanced Site

Added on to Activity Scheduler, this full-featured website allows any number of pages, file uploads, photo galleries, e-forms, e-surveys, news, password-protected pages for AD's only, Custom Design options.

Average School Sizes (# of Students)	Initial Set-up Fee	Annual Fee - Up to 14 school Conference
under 500	\$195	\$295
500 to 1,500	\$195	\$495
1,500-up	\$195	\$595

9. **rSchoolPay** - used to be called Community Ed

School Pay	School Pay + Class Registration
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District Size (# of Students)	Set up fee	Maintenance yearly fee	Set up fee	Maintenance yearly fee
Under 900	\$195	\$295	\$1,000	\$995
900-2,500	\$395	\$495	\$2,295	\$1,595
2,500-5,000	\$395	\$695	\$2,995	\$2,395
5,000-8,000	\$595	\$995	\$3,595	\$3,095
8,000-11,000	\$795	\$1,295	\$4,595	\$3,895
11,000-20,000	\$1,495	\$1,595	\$5,295	\$4,895
20,000-26,000	\$1,995	\$1,895	\$5,995	\$5,895
over 26,000	quoted	quoted	quoted	quoted

10. **rSchool Stats** per school for all sports

School Size (# of students)	Cost per school
Up to 700	\$ 99
701-2000	\$ 139
2000+	\$ 169

11. TicketSpice

School or District Size (# of students)	Annual Fee Maintenance/Upgrades
Small (up to 1,000)	\$249
Medium-Large (1,000 and up)	\$495

*It is free unless a school wants to issue "free" tickets

No charge to refund a ticket

Option to use the ticket for another event later is there as well

Only issue is that they don't have a great "mass cancelation tool" although it is supposed to be ready in the coming weeks.(Sept 2020)

Ticket prices- 99 cents plus 3% -\$1.14 total for tickets \$5 and more

49 cents plus 3% for tickets less than \$5 - 61 cents total

12. School Website Portals

Premium school website portal

If you are interested in hosting the Website portals yourself, contact us for pricing.

\$2.30 per student per year – Advanced Web Portal

Districts Larger than 15,000 students – Contact Us for Pricing

Min \$795

Basic school website portal

Does not include teacher's module and e-classroom

Year One	Cost
Set up fee Includes basic custom design Customized for their school+ (2) 4 hrs VT sessions	\$1,000
Maintenance and upgrades (w/ads)	Free
Maintenance and upgrades (w/o ads)	\$250

Subsequent years	Cost
Maintenance and upgrades (w/ads) <500	\$250*
Maintenance and upgrades (w/ads) >500	\$500*

13. District Website Portal

If you want separate portals for each school plus a unique district portal which shares information down to all schools when published, add the District Portal to the cost of your School portals.

Note: You must purchase school portals in order to get the District portal. The District Portal is rarely used for smaller districts – contact us to discuss.

# of students	Annual Fee
Under 2,000	\$1,500
2,000-4,000	\$2,100
4,000-8,000	\$2,600
8,000-12,000	\$3,000
12,000-20,000	\$3,600
Over 20,000	Contact us

14. rSchoolVideo (No Video Streaming)

# of students	Annual Fee
Under 999	\$499
1,000-1,499	\$749
1,500 or more	\$999
Publishing Services Only	\$225

rSchoolVideo includes **Publishing Services include:**

- 1- downloading live streamed or game video
- 2- uploading to their rSchoolVideo site
- 3- categorizing the game correctly
- 4- placing a thumbnail and link to the video on their school district (if the client provides us the tools to do so) or TTS.

If publishing services is purchased as a stand alone product without rSchoolVideo-

They get:

- 1- add link to any video with thumbnail to client's TTS or school website
- 2- add articles to client's TTS that they send us
- 3- add pictures to client's roster area
- 4- add pictures to client's TTS

15. BoxOut

Basic Plan	Plus Plan	Premium Plan
\$395	\$1,095	\$1,885

16. Student Information System integration:

(Only Applies to Clever-Supported SIS. These are supported by Clever: Aeries , Infinite Campus, Illuminate, PowerSchool, SchooInsight, Skyward, Genesis, Realtime)
[Click here to see the list of sys.](#)

Physical Date:

The physical date is a piece of information that is not being stored in Clever and, therefore, not transferred to Activity Scheduler. If the school requests to connect this field, Clever offers the school the option to add it as a custom field but it will depend on their Student Information System.

This is an additional project and is quoted separately with a one-time setup fee of \$115.

# of Schools	Initial Set up (per school)	Monthly cost (per school)
1-5	\$295	\$24
6-10	\$270	\$24
11-20	\$245	\$22
21-40	\$235	\$22
40+	\$225	\$22

17. Daily Health Screening (DHS)

Please check the link with details on what to take into account when selling DHS

https://docs.google.com/document/d/1xboHamYhbe5tMfUbRR_PWUV9dHG6pWqd9Q67V-QtkBc/edit?usp=sharing

You also have the FAQ's doc

https://docs.google.com/document/d/16tcgA-9o3RL6NvEZ3jn9jk_2SgoCXsTsL0EaudBdYjw/edit

For rSchool Activity Scheduler users:

\$.50 per student annually, with a \$499 minimum per AS they use. Discounts can apply for larger districts. (We will allow staff at no additional cost, at least for now. Show them as granted)

If not a current Activity Scheduler user: Additional fee to set them up with AS:

Regular School only AS fee applies: \$.40 per student with a min. of \$199, per year, per AS.(no max fee)
(NOT PER SCHOOL but per AS, one AS may gather multiple schools)

18. RSS Feed - RSS Integration

Year one setup	\$150.00
Annual	\$ 94.00

19. Turbo Team Sites

Added on to Activity Registration or Activity Scheduler, you can have a separate unique page for each of your teams, including setting separate editing permission for each team.

School or District Size (# of students)	Annual Cost With Ads Program	Annual Cost No Ads Program
Up to 1,000	\$0	\$395
Over 1,000	\$0	\$495

Participating school districts will be invoiced for the services selected. In the event of early termination of services by a participating school district, RSchoolToday will reimburse the fees to the participating school district on a pro rata monthly basis.

5. Indemnification. Each party agrees to indemnify and hold each other and each of their officers, directors, employees agents and assigns, harmless from and against all claims, causes of action, damages, liabilities, fines, costs and expenses (including reasonable attorneys' fees) that may arise from the violation of the terms of this Agreement, violation of any applicable laws, infringement of third party proprietary and/or intellectual property rights, libel, slander and other torts including with respect to personal injury, property damage and death arising from the negligent or willfully wrongful acts or omissions of its employees, third-party vendors, contractors, subcontractors or agents, in connection with the services provided in connection with this Agreement.

6. Cooperation. The parties agree to cooperate with each other in connection with any internal investigations by RSchoolToday or Monroe 1 BOCES of possible violation of their respective policies and procedures and any third party litigation.

7. Confidentiality. RSchoolToday agrees that any and all data obtained from Monroe 1 BOCES and/or a participating school district shall be used expressly and solely for the purposes enumerated in this Agreement. Monroe 1 BOCES data and participating school district data shall not be distributed, used, or shared for any other purpose. RSchoolToday shall not sell, transfer, share or process any Monroe 1 BOCES data or participating school district data for any purpose other than those under this Agreement, including commercial advertising, marketing, or any other commercial purpose. RSchoolToday will comply with the terms and conditions set forth in the Education Law Section 2-d Contract Addendum, which is attached hereto as **Appendix A** and is incorporated by reference as if fully set forth herein. RSchoolToday shall comply with all applicable laws, rules and regulations, including, but not limited to the Family Educational Rights and Privacy Act and New York Education Law Section 2-d and its implementing regulations.

8. **Independent Contractor:** This Agreement does not create an employee/employer relationship between the parties or between RSchoolToday and any participating school district. RSchoolToday will be an independent contractor and not a Monroe 1 BOCES or school district employee for any purpose whatsoever. No RSchoolToday employee shall be entitled to any payment or benefit from Monroe 1 BOCES or a participating school district.

9. **Non-Discrimination and Legal Compliance.** RSchoolToday agrees that it will not discriminate against anyone with respect to the provision of services hereunder on the grounds of race, religion, creed, color, national origin, gender, sexual orientation, disability, marital status, veteran status or other protected category. In providing the services pursuant to this Agreement, RSchoolToday will comply with all applicable laws, rules and regulations.

11. **Jurisdiction.** This Agreement shall be governed by the laws of the State of New York. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of Monroe, New York.

12. **Insurance.** Each party hereby agrees to obtain and thereafter maintain in full force and effect during the term of this Agreement general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

13. **Order of Interpretation and Control.** In the event of a conflict between this Agreement, the Education Law Section 2-d Contract Addendum (Appendix A), or any other document, the Education Law Section 2-d Contract Addendum (Appendix A) shall control, and then this Agreement. RSchoolToday shall not include any term in any such form or format that contradicts the terms to which it has agreed in this Agreement or with Education Law Section 2-d.

14. **Notices.** All notices to RSchoolToday and Monroe 1 BOCES in connection with this Agreement shall be sent to:

Ray Dretske
President and CoFounder
RSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

All notices to Monroe 1 BOCES in connection with this Agreement shall be sent to:

Lisa N. Ryan
Assistant Superintendent for Finance & Operations
Monroe 1 BOCES
41 O'Connor Road
Fairport, NY 14450

15. **Entire Agreement.** This Agreement and Appendix A constitute the entire agreement between the parties.

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

RSchoolToday



By: _____

Ray Dretske

President and CoFounder

THE MONROE 1 BOARD OF COOPERATIVE

EDUCATIONAL SERVICES



By: _____

Daniel T. White

District Superintendent

Appendix A
Compliance With New York State Education Law Section 2-d Addendum ("Addendum")

The parties to this Agreement are the Monroe 1 Board of Cooperative Educational Services ("BOCES") and RSchoolToday. ("Vendor"). BOCES is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d") and its implementing regulations, and Vendor is a third party contractor, as that term is used in Section 2-d and its implementing regulations. BOCES and Vendor have entered into this Agreement 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 Agreement, the terms of this Agreement shall apply and be given effect.

Definitions

As used in this Agreement and related documents, the following terms shall have the following meanings: "Student Data" means personally identifiable information from student records that Vendor receives from an educational agency (including BOCES or a Participating School District) in connection with providing Services under this 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," "Contractor" or "Vendor" 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.

"BOCES" means Monroe #1 Board of Cooperative Educational Services.

"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 Vendor's product/service.

"Participating School District" means a public school district or board of cooperative educational services that obtains access to Vendor's product/service through a cooperative educational services agreement ("CoSer") with BOCES, or other entity that obtains access to Vendor's product/service through an agreement with BOCES, and also includes BOCES when it uses the Vendor's product/service to support its own educational programs or operations.

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

"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 other than as may be expressly authorized by the parties in writing (the "Services").

"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.

Vendor Obligations and Agreements

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

(a) limit internal access to education records only to those employees and subcontractors that are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d, its implementing regulations 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 Agreement, and must/will not use it for any purpose other than that explicitly authorized in the Agreement or by the parties in writing;

(c) not disclose any personally identifiable information received from BOCES or a Participating School District to any other party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Agreement, unless (i) if student PII, the Vendor 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 or permitted by the secretary of the U S.);

(f) not sell personally identifiable information received from BOCES or a Participating School District nor use or disclose it for any marketing or commercial purpose unless otherwise expressly authorized by the Services, 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 Vendor 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, in compliance with New York law and regulation;

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

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, that are in substantial compliance with the BOCES data security and privacy policy, and that comply with Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the Monroe #1 BOCES 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 Vendor receives or has access to pursuant to this Agreement may originate from several Participating School Districts located across New York State. Vendor acknowledges that the State-protected Data belongs to and is owned by the Participating School District or student from which it originates;

(k) acknowledge and hereby agrees that if Vendor has an online terms of service and/or Privacy Policy that may 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 applicable law or regulation, the terms of the applicable law or regulation shall apply;

(l) acknowledge and hereby agrees that Vendor shall promptly pay for or reimburse the educational agency for the full third party cost of a legally required breach notification to parents and eligible students due to the unauthorized release of student data caused by Vendor 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 legally compliant data protection obligations imposed on the Contractor by law, the Agreement and this Agreement.

Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security

(<https://www.monroe.edu/domain/1478>)

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this 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 education record. The procedures for exercising this right can be found in Student Records Policy 6320. (<https://www.monroe.edu/6320>)
3. State and federal laws protect the confidentiality of personally identifiable 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 the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or

Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between RSchoolToday and BOCES

(a) The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide RSchoolToday's web and application-based sports management, facilities and other services to BOCES and/or participating school districts.

(b) modular web-based information management suite developed by RSchoolToday to BOCES or other Participating School District pursuant to a BOCES Purchase Order.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

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

(e) The effective date of this Agreement shall be immediately and the Agreement shall remain in effect until June 30, 2023, unless sooner by either party for any reason upon thirty (30) days' notice.

(f) Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor 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 Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor 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 Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor 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, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(g) 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, Vendor will cooperate with the educational agency to amend such data.

(h) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES 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.