

DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA
PURSUANT TO EDUCATION LAW §2-C AND §2-D

Trumansburg Central School District (the “District”) and Amplify Education, Inc. (the “Vendor”) agree as follows:

1. Definitions:

(a) Personally Identifiable Information (PII) means the same as defined by New York Education Law §2-d.

2. Confidentiality of all PII shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy.

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms.

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations.

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to PII, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access to PII.

6. Vendor 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 than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing PII for marketing or commercial purposes, as those terms are defined under the implementing regulations, or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes, as those terms are defined under the implementing regulations;

(c) except for authorized representatives of the third party contractor to the extent necessary to carry out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

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

(e) 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;

(f) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;

(g) impose terms no less stringent than those of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to PII; and

(h) work with the District to create the supplement to the Parents' Bill of Rights for Data Privacy and Security that meets the requirements of Education Law §2-d and its implementing regulations and which shall be incorporated as part of this agreement and posted on the District's website.

7. This Data Privacy Rider shall cover all services provided by Vendor to the District.

8. In the event of any conflict between the terms of this Data Privacy Rider and the agreement, the terms of this Data Privacy Rider shall control.

Vendor Amplify Education, Inc.

Richard Morris Richard Morris SVP, Finance
Signature Name, Title

Date: 04/12/2022