ADDENDUM
DATA SECURITY AND PRIVACY PLAN

SchoolStatus LLC , having offices at

PO Box 105603 PMB 18769; Atlanta, GA 30348-5603

(hereinafter "Third-party Contractor") and Southern Westchester Board of Cooperative Educational Services, having offices at 17 Berkley Drive, Rye Brook, New York 10573 (hereinafter "Southern Westchester BOCES") hereby agree to make this Data Security and Privacy Plan part of their Agreement/Purchase Order, dated <u>July 1</u>, 20<u>24</u> (hereinafter the "Agreement") and attach it as an Addendum to that Agreement.

1. <u>Definitions</u>: Terms used in this Data Security and Privacy Plan (hereinafter the "Plan") shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1) (hereinafter "Part 121"), unless more broadly defined herein.

2. <u>Confidential Information</u>. Third-party Contractor understands that in performing its Agreement with Southern Westchester BOCES, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of Southern Westchester BOCES and/or in the possession of public or private schools or school districts or Boards of Cooperative Education Services that purchase services through the Agreement Third-party Contractor has with Southern Westchester BOCES (collectively, referred to herein as "Purchasing Schools/BOCES" and referred to individually herein as "Purchasing School/BOCES"), including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal matters and other protected information of Purchasing Schools/BOCES. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information of all Purchasing

Schools/BOCES made known to Third-party Contractor through any activity related to the Agreement, except information made available to Third-party Contractor on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if Third-party Contractor receives a request for disclosure of Confidential Information obtained from a Purchasing School/BOCES (including but not limited to student data or teacher or principal data as defined by New York State Education Law Section 2-d), pursuant to a statute, subpoena or court order, Third-party Contractor shall notify the applicable Purchasing School(s)/BOCES prior to disclosing the Confidential Information of the applicable Purchasing School(s)/BOCES, unless providing notice of the disclosure is explicitly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

a. To execute, comply with and incorporate as Exhibit "1" to this Plan, as required by New York State Education Law Section 2-d (hereinafter, "Education Law 2-d") and Part 121, the Parents' Bill of Rights for Data Privacy and Security of Southern Westchester BOCES;

b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;

c. To comply with the data security and privacy policy of Southern Westchester BOCES, Education Law 2-d and Part 121 as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;

d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information of any Purchasing School/BOCES 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;

e. Not to use the education records of a Purchasing School/ BOCES or any personally identifiable student, teacher and/or principal information or data of a Purchasing School/BOCES, as those terms are defined in Education Law 2-d and Part 121, for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security,

confidentiality and integrity of personally identifiable student, teacher and/or principal data or information of any Purchasing Schools/BOCES while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement:

i.

SchoolStatus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Teacher and Principal Data and Student Data as defined in EdLaw 2d ("Customer Data"). SchoolStatus shall not

modify Customer Data except as necessary for use of Customer Data to provide the Service(s),

disclose, share or sell Customer Data except as expressly compelled by law or as permitted in writing by Customer, or

(c) access Customer Data except to provide the Service(s), improve the Service(s), or prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

SchoolStatus shall abide by all applicable federal, state and/or local laws and regulations regarding the use and dissemination of Customer Data by SchoolStatus, including FERPA.

g.   To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal data and information of any Purchasing School/BOCES to only those officers, directors, employees or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;

h.   To use encryption technology, <u>at a minimum of TLS1.2 or higher and 2048 bit encryption for web-based data transfer</u>, to protect personally identifiable student, teacher and/or principal data or information of the Purchasing Schools/BOCES while in motion or in its custody from unauthorized disclosure using controls as specified by the Secretary of the United States Department of Health and Human Services in guidance issued pursuant to Public Law 111-5, Section 13402(h)(2);

i.   Not to disclose any personally identifiable student, teacher or principal data or information of the Purchasing Schools/BOCES, as those terms are defined in Education Law 2-d and Part 121, directly or indirectly, to any other party, who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out the Third-party Contractor's obligations under the Agreement in compliance with New York State and federal laws, regulations, and the Agreement, unless

    i.   the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or

    ii.   the other party has the prior written consent of the applicable teacher or principal; or

    iii.   the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the Purchasing School/BOCES that the student attends or that employees the teacher or principal no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;

j.   To impose on any sub-contractor engaged by Third-party Contractor, with the consent of the Southern Westchester BOCES or the applicable Purchasing School, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Third-party Contractor in the Agreement, in this Plan and by state and federal law and regulations, including but not limited to Education Law 2-d and Part 121;

k.   In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the Purchasing School/BOCES attended by the student and processed in accordance with the procedures of such Purchasing School/BOCES;

l.   In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the Purchasing School/BOCES that employs such teacher or principal and processed in accordance with the procedures for challenging annual professional performance review ("APPR") data of the Purchasing School/BOCES that employs such teacher or principal;

m.   To immediately notify the Purchasing Schools/BOCES in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the employees, students, teachers, principals or administrators of a Purchasing School/BOCES has been breached and/or released without authorization and to take immediate steps to limit and mitigate the damages of such breach or release to the greatest extent practicable;

n.   To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the employees, students, teachers, principals or administrators of a Purchasing School/BOCES;

o.   In the event of a breach or unauthorized release of any personally identifiable data or information of the employees, students, teachers or administrators of a Purchasing School/BOCES by or otherwise attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the Purchasing Schools/BOCES for the full cost of any notifications made by the Purchasing Schools/BOCES as a result of the breach or unauthorized release;

p.   To cooperate with the Purchasing Schools/BOCES and other parties (e.g., law enforcement) to protect the integrity of investigations into the breach or unauthorized release of personally identifiable data and/or information;

q.   Parents and/or guardians of students attending the Purchasing Schools/BOCES have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and

r.   In the event Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, Southern Westchester BOCES, at its sole discretion, may immediately terminate the Agreement.

4. Outline/describe how the Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security privacy policy of Southern Westchester BOCES:

The Company is adherent to FERPA and other privacy standards. We leverage the security of our cloud providers as well as nightly security scans, encryption of data at rest and transit, and annual penetration tests. We restrict production access to a limited few.

5. <u>Confidentiality Training</u>. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of students, as well as to some degree personally identifiable information of teachers and principals, of the Purchasing Schools/BOCES. Prior to obtaining access or any further access to personally identical information of student, teachers and principals of the Purchasing Schools/BOCES, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the Purchasing Schools/BOCES has received or will receive training on the federal and state laws governing confidentiality of such data from/by **[describe in detail how the training was or will be done]**

We leverage an LMS that specifically targets role-based training as well as specific policies around incident response.

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6.   The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of Southern Westchester BOCES with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7.   Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (check one)

☑ Yes

☐ No

If Yes, how will the Third-party Contractor manage the sub-contractors to ensure personally identifiable data and information is protected?

Vendor does not work with subcontractors for the handling of PII customer data. Subcontractors may be utilized by Vendor for development work. Vendor mandates authorized internal persons attend annual training to ensure compliance with all applicable data protection and security requirements including those mandated by New York State and federal laws and regulations, and compliance with New York EdLaw 2d.

8.   Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to: (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data?

The system is continuously monitored for potential data exfiltration. It also leverages a Web Application Firewall to protect the data as well. If an unauthorized incursion occurs, after confirmation of the breach and a root cause, we will promptly notify SWBOCES of the breach as well as the size of the incursion within 7 business days or as soon as possible to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.

(b) how the Purchasing School/BOCES will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information? please refer to pg.5/sect.M when answering this question.

Notification will occur within no more than 7 days following a verified incident of exposed Customer Data.

9.   Upon the expiration or termination of the Agreement, if requested by the Purchasing Schools/BOCES, the Third-party Contractor will assist the Purchasing Schools/BOCES in exporting all student, teacher and/or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement. In addition, all information and data of the Purchasing Schools/BOCES remaining in the possession of the Third-party Contractor will be:

a.   Returned to the Purchasing Schools/BOCES by August 30, 20 <u>25</u> in the following format(s): <u>If requested, we reserve the right to have the data returned to us in a format that can be easily read and imported into commonly used Productivity tools, not limited to Microsoft Applications. The data should also be easily readable and organized.</u>

b.   Securely delete/destroy data belonging to the Purchasing Schools/BOCES by August 30, 20 <u>25</u> in the following manner: <u>At a minimum, wiping drives by writing zeros to all bits as well as using other industry standard levels of data deletion.</u>

c.   Other – <u>Third-party Contractor's obligation to return the student, teacher and/or principal data may be satisfied by the offering of functionality within its products that allow the Purchasing Schools/BOCES to retrieve its own data.</u>

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with Education Law 2-d if policies of Southern Westchester BOCES are adopted or revised or if Education Law 2-d and/or Part 121 are amended. Third-party Contractor and Southern Westchester BOCES agree to take such additional steps as may be necessary at that time to facilitate compliance with Education Law 2-d and Part 121.

11. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

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

13. The parties further agree that the terms and conditions set forth in this Plan shall prevail over any conflicting terms or conditions in the Agreement or in any Exhibit to the Agreement or to any end user or other agreement or policy of the Third-party Contractor.

14. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Plan on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Data and Security Privacy Plan on the dates filled in below.

SOUTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES

DocuSigned by:

Phil Charland

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Signature

Phil Charland

Print Name of Signer

Chief Revenue Officer

Title

5/23/2024

Date

DocuSigned by:

Victor Pineiro

C3E40DF8437A4F0...

Signature

Victor Pineiro

Print Name of Signer

Dir. of Technology/DPO

Title

5/23/2024

Date

EXHIBIT 1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY
OF SOUTHERN WESTCHESTER BOCES

In accordance with New York State Education Law Section 2-d, the Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

(1) New York Stated Education law Section 2-d (Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assure the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In additions, the Southern Westchester BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.

(2) A student's personally identifiable information cannot be sold or released for any commercial purposes;

(3) Personally, identifiable information includes, but is not limited to:

    i.   The student's name;

    ii.   The name of the student's parent or other family members;

    iii.   The address of the student or student's family;

    iv.   A personal identifier, such as the student's social security number, student number, or biometric record;

    v.   Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

    vi.   Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

    vii. Information requested by a person who the Southern Westchester BOCES reasonably believes knows the identity of the student to whom the education record relates.

(4) In accordance with FERPA, Section 2-d and Southern Westchester BOCES Policy No. 7240, Student Records: Access and Challenge, parents and legal guardians have the right to inspect and review the complete contents of their child's education record.

(5) Southern Westchester BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.

(6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review at the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

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http://www.p12.nysed.gov/irs/data_reporting.html
http://data.nysed.gov/
http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.
pdf

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(7) Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. Any such complaint should be submitted, in writing, to the Data Protection Officer of Southern Westchester BOCES at dpo@swboces.org or at 450 Mamaroneck Avenue, Harrison, New York 10528. Parents can direct any complaints regarding possible breaches via the electronic form on the Southern Westchester BOCES home page, under Resources, and Student Privacy. The complaint form can also be found by going to https://bit.ly/swbdatabreach. Alternatively, a written complaint may also be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

Supplemental Information for Agreement with

SchoolStatus LLC
_____,
hereinafter "Third-party Contractor") The Third-party Contractor will provide the following information and Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") will review and approve or require revision of this Supplemental Information until it is acceptable to Southern Westchester BOCES.

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by the Third-party Contractor will be used exclusively for the following purpose(s):

SchoolStatus shall have the right to use the Customer Data, including personally identifiable information, solely to provide the Service(s) and improve the Service(s). SchoolStatus shall limit access to personally identifiable information in its possession to those within SchoolStatus with a legitimate interest in the information as it relates to the provision of the Service(s) under this Agreement. Equally, We agree to limit access to personally identifiable information available to You through the Service(s) to authorized Users and third parties with a legitimate interest in the information as it relates to the Service(s) under this Agreement. Upon termination of the Service(s), SchoolStatus shall destroy all personally identifiable information within sixty (60) days. We shall be solely responsible for our compliance with FERPA and any other applicable federal, state and/or local statutes and legislation regarding Customer Data.

(2) The Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means:

Vendor does not work with subcontractors for the handling of PII customer data. Subcontractors may be utilized by Vendor for development work. Vendor mandates authorized internal persons attend annual training to ensure compliance with all applicable data protection and security requirements including those mandated by New York State and federal laws and regulations, and compliance with New York EdLaw 2d.

(3) The Agreement with the Third-Party Contractor will be in effect from July 1 , 20 24 to June 30, 20 25 . Upon the expiration of the Agreement, all student data or teacher or principal data remaining in Third-party Contractor's possession will be (check those that are applicable and fill in required information):

    a. __X__ Returned to Southern Westchester BOCES and/or the public or private schools or school districts or Boards of Cooperative Education Services that purchase services through the Agreement Third-party Contractor has with Southern Westchester BOCES (collectively, referred to herein as "Purchasing Schools/BOCES" and referred to individually herein as "Purchasing School/BOCES") by August 30, 20 25 . If requested, we reserve the right to have the data returned to us in a format that can be easily read and imported into commonly used productivity tools, not limited to Microsoft Applications. The data should also be easily readable and organized.

    b. Securely delete/destroy data belonging to the Purchasing Schools/BOCES by August 30, 20 25 in the following manner: At a minimum, wiping drives by writing zeros to all bits as well as using other industry standard levels of data deletion.

    c. _X___ Other – explain Third-party Contractor's obligation to return the student, teacher and/or principal data may be satisfied by the offering of functionality within its products that allow the Purchasing Schools/BOCES to retrieve its own data.

(4) In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to the Purchasing Schools/BOCES and processed in accordance with the procedures of the Purchasing Schools/BOCES. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to the Purchasing Schools/BOCES and processed in accordance with the procedures for challenging annual professional performance review ("APPR") data established by the Purchasing Schools/BOCES.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will be protected (*e.g.*, offsite storage, use of cloud service provider, etc.):

Data is stored encrypted in US-based facility(s).

Data reporting is provided by in-house tooling as well as ad-hoc reporting via Looker. All data is scoped on a per user basis at the database level. SchoolStatus application retrieves data from REST API calls, while Looker connects to reporting database over ODBC. SchoolStatus also uses SFTP into a secure S3 bucket processed by Lambda functions and inserted into a secure RDS process.

(6) Third-party Contractor will use the following encryption technology to protect the Data while in motion or at rest in its custody: <u>at a minimum of TLS1.2 or higher & 2048 bit encryption for web-based data.</u>

SOUTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES

DocuSigned by:

Phil Charland

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Signature

DocuSigned by:

Victor Pineiro

C3E40DF8437A4F0...

Signature

Phil Charland

Print Name of Signer

Victor Pineiro

Print Name of Signer

Chief Revenue Officer

Title

Dir. of Technology/DPO

Title

5/22/2024

Date

5/23/2024

Date