

## **SOFTWARE VENDOR AGREEMENT**

This Agreement, made and entered into September 1, 2021 (Effective Date), by and between Scholastic Inc., having offices at 557 Broadway, New York, NY 11217 (inclusive of its affiliates, “Vendor”), and the Cazenovia Central School District, having an office at 31 Emory Avenue, Cazenovia, New York 13035 (“School District”) (collectively “Parties”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. License.** Vendor hereby grants to School District, including to all School District’s authorized users, a license to access and use the service maryglasgowplus.com (the “Services”) solely for School District’s operations in accordance with the online terms and conditions applicable thereto. Maryglasgowplus.com is a digital experience for classrooms who subscribe to Mary Glasgow Foreign Language Magazines.

**2. Data Accessed by Vendor.** Vendor shall identify categories of all data accessed by Vendor or its subcontractors as part of this Agreement as set forth in Addendum B.

**3. Term.** This Agreement begins on the Effective Date and will continue for a the term set forth in the subscription order and may be terminated pursuant to Section 4 below (the “Term”).

**4. Termination.** This Agreement may be terminated as follows:

- (a) By the School District upon thirty (30) days prior written notice to Vendor;
- (b) By either party in the event of breach by the other party, if such breach is not cured within thirty days’ notice from the non-breaching party; and
- (c) By either Party upon written mutual agreement.

**5. Payment.** Payment shall be made in accordance with the applicable ordering document.

**6. Protection of Confidential Data.** Vendor shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR § 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR § 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the foregoing:

- (a) Vendor will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

- (b) Vendor will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR § 121.
- (c) Vendor will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- (d) Vendor will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) Vendor will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) Vendor will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) Vendor will 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.
- (i) In the event Vendor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Vendor shall apply to the subcontractor.

**7. Data Breach.** In the event that Confidential Data is accessed or obtained by an unauthorized individual, Vendor shall provide notification to the School District without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. Vendor shall follow the following process:

- (a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the Vendors investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Vendor shall also prepare a statement for parents and eligible students which provides information under the following categories: “What

Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”

- (c) Where a breach or unauthorized release of Confidential Data is attributed to Vendor, and/or a subcontractor or affiliate of Vendor, Vendor shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) Vendor shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- (e) Vendor further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and Federal and State laws for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof. Upon request, Vendor shall provide a copy of said written incident response plan to the School District.

**8. Indemnification.** Vendor shall at all times (both during and after the Term of this Agreement), indemnify, defend and hold harmless the School District, its agents, employees, and students (collectively for purposes of this Section, “the School District”), from and against any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from (a) Vendor’s failure to comply with the terms of this Agreement; and/or (b) the negligent operations, acts or omissions of the Vendor.

**9. Compliance with Laws.** Vendor, its employees and representatives shall at all times comply with all applicable Federal, State and local laws, rules and regulations.

**10. Independent Relationship.** It is expressly intended by the Parties hereto, and Vendor hereby specifically warrants, represents and agrees, that Vendor and the School District are independent entities. The Parties intend that this Agreement is strictly between two independent entities and does not create an employer/employee relationship for any purpose. Vendor shall perform the duties contemplated by this Agreement as an independent entity, to whom no benefits shall accrue except for those benefits expressly set forth in this Agreement.

**11. Assignment.** This Agreement is binding upon the Parties and their respective successors and assigns, but Vendor’s obligations under this Agreement are not assignable without the prior written consent of the School District. Any assignment without the School District’s consent shall be null and void.

**12. Governing Law.** This Agreement and any Services provided hereunder shall be governed by the laws of the State of New York both as to interpretation and performance, without regard to its choice of law requirements.

**13. Waiver.** No delay or omission of the School District to exercise any right hereunder shall be construed as a waiver of any such right and the School District reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**14. Addendums.** The following Addenda are attached hereto and incorporated herein:


- Addendum A: Description of Specifications and Services
- Addendum B: Schedule of Data
- Addendum C: School District’s Parents’ Bill of Rights
- Addendum D: Parents’ Bill of Rights – Supplemental Information Addendum
- Addendum E: Vendor’s Data Security and Privacy Plan

**15. Severability.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

**16. Entire Agreement.** This Agreement and its Addendums constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement intending to be legally bound.

**Scholastic Inc.**

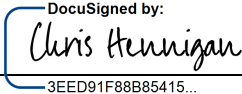
By: 

Name: Matt Wilcox

Title: VP Digital Product Development

Date: 09/02/21

**Cazenovia Central School District**

By: 

Name: Chris Hennigan

Title: Technology Coordinator

Date: 9/28/2021

## **Addendum A**

### **DESCRIPTION OF SPECIFICATIONS AND SERVICES**

#### *Description of Services*

Digital editions of the Mary Glasgow classroom magazines for the learning of Spanish, French and German published and delivered throughout the school year, together with student and teacher access to their accompanying website [www.maryglasgowplus.com](http://www.maryglasgowplus.com) that further supplements the magazines through the provision of language learning videos, audio and news stories graded for classroom use with accompanying activities and interaction.

#### *Product Specifications*

Spanish Digital Magazines entitled Que Tal, Ahora, El Sol , 16 pages, published 6 times a year during the school year

French Digital Magazines entitled Allons Y , Bonjour, Ca Va and Chez Nous, 16 pages, published 5 times a year during the school year,

German Digital magazines entitled Das Rad and Schuss, 16 pages, published 5 times a year during the school year.

The accompanying website to the digital magazines is: [www.maryglasgowplus.com](http://www.maryglasgowplus.com)

#### *Technical Specifications*

Browser based web application hosted in Amazon Web Services.

**Addendum B****SCHEDULE OF DATA**

| Category of Data                    | Elements   | Check if used by your system |
|-------------------------------------|--|------------------------------|
| Application Technology Meta Data    | IP Addresses, Use of cookies etc.  | X                            |
|                                     | Other application technology meta data (specify):                              |                              |
| Application Use Statistics          | Meta data on user interaction with application                                 | x                            |
| Assessment                          | Standardized test scores   |                              |
|                                     | Observation data   |                              |
|                                     | Other assessment data (specify):<br><i>Student Personality Assessments</i>     |                              |
| Attendance                          | Student school (daily) attendance data   |                              |
|                                     | Student class attendance data  |                              |
| Communications                      | Online communications that are captured (emails, blog entries)                 | X                            |
| Conduct                             | Conduct or behavioral data   |                              |
| Demographics                        | Date of Birth  |                              |
|                                     | Place of Birth   |                              |
|                                     | Gender   |                              |
|                                     | Ethnicity or race  |                              |
|                                     | Language information (native, preferred or primary language spoken by student) |                              |
|                                     | Other demographic information (specify):                                       |                              |
| Enrollment                          | Student school enrollment  |                              |
|                                     | Student grade level  |                              |
|                                     | Homeroom   |                              |
|                                     | Guidance counselor   |                              |
|                                     | Specific curriculum programs   |                              |
|                                     | Year of graduation   |                              |
| Parent/Guardian Contact Information | Address  |                              |
|                                     | Email  |                              |
|                                     | Phone  |                              |
| Parent/Guardian ID                  | Parent ID number (created to link parents to students)                         |                              |
| Parent/Guardian Name                | First and/or Last  |                              |

| Category of Data            | Elements   | Check if used by your system |
|-----------------------------|--|------------------------------|
| Schedule                    | Student scheduled courses  |                              |
|                             | Teacher names  | X                            |
| Special Indicator           | English language learner information   |                              |
|                             | Low income status  |                              |
|                             | Medical alerts   |                              |
|                             | Student disability information   |                              |
|                             | Specialized education services (IEP or 504)  |                              |
|                             | Living situations (homeless/foster care)   |                              |
| Student Contact Information | Other indicator information(specify): <i>First Generation College Student</i>  |                              |
|                             | Address  |                              |
|                             | Email  |                              |
| Student Identifiers         | Phone  |                              |
|                             | Local (School district) ID number  | X                            |
|                             | State ID number  | X                            |
|                             | Vendor/App assigned student ID number  | X                            |
| Student Name                | Student app username   | X                            |
|                             | Student app passwords  | X                            |
| Student In-App Performance  | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | X                            |
| Student Program Membership  | Academic or extracurricular activities a student may belong to or participate in                                       |                              |
| Student Survey Responses    | Student responses to surveys or questionnaires   |                              |
| Student work                | Student generated content, writing, pictures etc.  | X                            |
|                             | Other student work data (Please specify):  |                              |
| Transcript                  | Student course grades  |                              |
|                             | Student course data  |                              |
|                             | Student course grades/performance scores   |                              |
|                             | Other transcript data (Please specify):  |                              |

| <b>Category of Data</b> | <b>Elements</b>   | <b>Check if used by your system</b> |
|-------------------------|---|-------------------------------------|
| <b>Transportation</b>   | <b>Student bus assignment</b>   |                                     |
|                         | <b>Student pick up and/or drop off location</b>   |                                     |
|                         | <b>Student bus card ID number</b>   |                                     |
|                         | <b>Other transportation data (Please specify):</b>  |                                     |
| <b>Other</b>            | <b>Please list each additional data element used, stored or collected by your application</b> |                                     |

**Addendum C**

**SCHOOL DISTRICT'S PARENTS' BILL OF RIGHTS**

**PARENTS' BILL OF RIGHTS FOR DATA  
PRIVACY AND SECURITY**

The Cazenovia Central School District is committed to preserving the security and integrity of student data. As outlined in the Common Core Implementation Reform Act of 2014, the Cazenovia Central School District publishes the following "Parents' Bill of Rights for Data Privacy and Security" here on our website:

- Cazenovia Central School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record;
- 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;
- A complete list of all student data elements collected by the State will be available for public review both online and via regular mail from the State Education Department. The website and mailing addresses will be listed here when they are made available; and
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be submitted to Mr. Matt Reilly, Superintendent of Schools, mreilly@caz.cnyric.org or by calling (315) 655-1317.



## Addendum D

### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Scholastic Inc. (inclusive of its affiliates the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Cazenovia Central School District (the “School District”)(the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreeable format and/or destroyed or permanently de-identified by the Vendor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Vendor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Vendor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Vendor by the School District will be stored in Amazon Web Services, Ireland. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

**Addendum E**

**VENDOR'S DATA SECURITY AND PRIVACY PLAN**