

DATA PRIVACY AND SECURITY THIRD PARTY CONTRACTOR (VENDOR) ADDENDUM

This Addendum to Terms of Service (the "Agreement") is made and entered into this 25 day of March, 2025, by and between Transfinder Corporation (the "Vendor"), having its principal place of business at 440 State Street Schenectady NY 12305, and the HUDSON FALLS CENTRAL SCHOOL DISTRICT (the "School District"), having its principal place of business at 80 EAST LABARGE STREET HUDSON FALLS, NY 12839.

WHEREAS, the School District and the Vendor have entered into the Agreement for the use of Transfinder Software, as set forth above; and

WHEREAS, the Vendor will receive "student data" as that term is defined in New York Education Law section 2-d; and

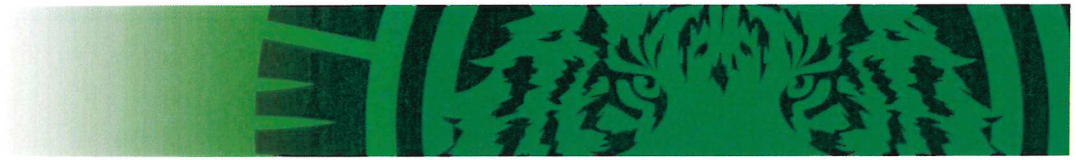
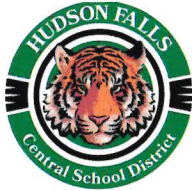
WHEREAS, both the School District and Vendor are desirous of fulfilling their respective obligations under federal and state data security and privacy laws, including, but not limited to, New York Education Law section 2-d;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Addendum and the Agreement, the parties hereto mutually agree as follows:

1. Vendor, its employees, sub-contractors, and/or agents agree that all information obtained in connection with the services provided for in the Agreement is deemed confidential information. Vendor, its employees, sub-contractors, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in the Agreement. Vendor further agrees that any information received by Vendor, its employees, sub-contractors, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of School District, its employees, agents, clients, and/or students will be treated by Vendor, its employees, sub-contractors, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

2. Vendor acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by the School District that directly relate to a student(s) (hereinafter referred to as "education record"). Vendor understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable federal and state laws and regulations, and the School District's policy on data security and privacy, as adopted. Vendor further understands and agrees that it is responsible for complying with federal, state, and local data security and privacy standards for all personally identifiable information from education records, and it 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 the Agreement;
- c. not use or release the educational records or personal identifiable information for any commercial or marketing purposes, nor sell the educational records or personal identifiable information;
- d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
- 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.



3. Vendor further understands and agrees that it is responsible for submitting a data security and privacy plan to the School District prior to the start of the term of the Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with the School District's policy on data security and privacy, as adopted. Further, such a plan shall include a signed copy of the School District's Parents' Bill of Rights and the training requirement established By Vendor for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

4. Vendor understands that as part of School District's obligations under New York Education Law Section 2-d, Vendor is responsible for providing School District with supplemental information to be included in the School District's Parents' Bill of Rights. Such supplemental information shall be provided to School District within ten (10) days of execution of this Addendum and shall include:

- a. the exclusive purposes for which the student data will be used;
- b. how Vendor will ensure that subcontractors, persons or entities that Vendor will share the student data with, if any, will abide by data protection and security requirements;
- c. that student data will be returned or destroyed upon expiration of the Agreement;
- d. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
- e. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

5. In the event of a breach of this Addendum and unauthorized release of student data, Vendor shall immediately notify School District and advise it as to the nature of the breach and steps Vendor has taken to minimize said breach. In the case of required notification to a parent or eligible student, Vendor shall promptly reimburse School District for the full cost of such notification. Vendor shall indemnify and hold School District harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

6. Upon termination of the Agreement, Vendor shall return or destroy all confidential information obtained in connection with the services provided therein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or

certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of the

Agreement.



Mr. Daniel Ward | Superintendent

Mr. Michael DeCaprio | Assistant Superintendent of Instruction and Accountability

Mr. Kevin Polunci | Executive Director of Business and Human Resources

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY ¹

HFCSD is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, HFCSD wishes to inform the community of the following:

- (1) A student's personally identifiable information (PII) cannot be sold or released for any commercial purposes.²
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws, such as NYS Education Law § 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of a student's 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 NYSED is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to the District Privacy Officer, Michael DeCaprio at mdecaprio@hfcfsd.org. Complaints to SED can occur online at www.nysed.gov/data-privacy-security, in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer at 518-474-0937.
- (6) To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
- (7) Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII
- (8) Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy requirements.

¹"Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

²"Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-c of this chapter.

³Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at <http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data>

PARENT BILL OF RIGHTS FOR STUDENT

www.hfcfsd.org

80 East LaBarge St. Hudson Falls, NY 12839 • 518-681-4124



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

Transfinder

Date: 3/25/2025
Signed By: Clinton Smith
Name: Clinton Smith
Title: Director of Product Management

Hudson Falls Central School District

Date: 3/27/25
Signed By: Michael DeCaprio
Name: Michael DeCaprio
Title: Assistant Superintendent / DPO