

## Addendum D

### **SULLIVAN BOCES PARENT BILL OF RIGHTS**

#### **Parents Bill of Rights for Data Privacy and Security**

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The District's Bill of Rights will state in clear and plain English terms that:

- a. A student's personal identifiable information (PII) cannot be sold or released for any commercial purposes;
- b. Parents have the right to inspect and review the complete contents of their child's education record;
- c. State and federal laws protect the confidentiality of PII, 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;
- d. A complete list of all student data elements collected by the state is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and
- e. Parents have the right to have complaints about possible breaches of student data addressed.

## Addendum E

### **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 Goodheart-Willcox Publisher (the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Honeoye Falls-Lima Central BOCES (the “BOCES”) dated 07/20/2021 (the “Contract Date”).
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 BOCES in N/A (Insert “Data Format”) format and/or destroyed by the Vendor as directed by the BOCES.
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 BOCES in a Vendor’s product and/or service by following the BOCES’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 BOCES in Vendor’s product and/or service by following the appeal procedure in the BOCES’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 BOCES will be stored [Amazon data] (Insert Location). 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 F

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

G-W knows the privacy of user information is important. We participate in the following security measures:

- Privacy policy at <https://www.g-w.com/privacy>
- In-house data breach plan for communicating with our customers
- Security and sensitive information awareness training
- Protect data in transit and at rest.
- Require Multi-Factor Authentication on server accounts
- Follow PCI standards

G-W's Online Textbook platform information security responsibilities are managed in-house by G-W and supported with the help of third parties' entities. All parties follow a prevention, detection, and response strategy. Directors provide direction and support to ensure information security is identified and protected throughout the organization. Department managers conduct day-to-day information security tasks, train, and inform workers. All workers, contactors, and vendors, are responsible for complying with G-W information security platform policy.

Information security incidents processes and procedures are reviewed and kept current by management; a third party vendor handles identifying and reporting incidents to in-house G-W teams; if an incident arises our implementation team will follow procedures to inform customer and customer service of the situation.

## AMENDMENT

**THIS AMENDMENT** entered into on \_\_August 1, 2022 amends the Software License Vendor Agreement dated July 20, 2021 entered into by and between the Sullivan County BOCES ("BOCES") and Goodheart-Wilcox ("Vendor") ("Agreement").

**WHEREAS**, the Agreement expires on July 20, 2022; and

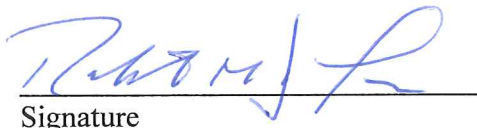
**WHEREAS**, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE**, for valuable consideration the Parties hereto amend the Agreement as follows:

- 1. Term.** The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on August 1, 2023.
- 2. Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
- 3.** Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first set forth above.

**SULLIVAN COUNTY BOCES**

  
Signature

Robert Dufour  
Name

**VENDOR**

Jennifer J. Selby Digitally signed by Jennifer J. Selby  
Date: 2022.08.02 17:02:55 -04'00'  
Signature

Jennifer J. Selby, Contracts Manager  
Name



## AMENDMENT

**THIS AMENDMENT** entered into on August 1, 2023 amends the Software License Vendor Agreement dated July 20, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and Goodheart-Wilcox ("Vendor") ("Agreement").

**WHEREAS**, the Agreement expires on August 1, 2022; and

**WHEREAS**, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE**, for valuable consideration the Parties hereto amend the Agreement as follows:

1. **Term.** The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on August 1, 2024.
2. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first set forth above.

### SULLIVAN COUNTY BOCES

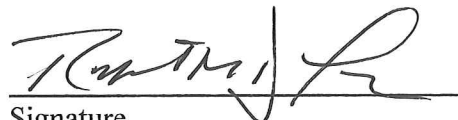
Jennifer J.  
Selby

Signature

Jennifer J. Selby  
Sales Contracts and Proposals Manager  
Name

Digitally signed by Jennifer J.  
Selby  
Date: 2023.10.24 15:04:22  
-04'00'

### VENDOR

  
Signature

RL JEFFER  
Name



## AMENDMENT

**THIS AMENDMENT** entered into on August 1, 2024 amends the Software License Vendor Agreement dated July 20, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and Goodheart-Wilcox ("Vendor") ("Agreement").

**WHEREAS**, the Agreement expires on August 1, 2023; and

**WHEREAS**, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.


**NOW THEREFORE**, for valuable consideration the Parties hereto amend the Agreement as follows:

1. **Term.** The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on August 1, 2025.
2. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first set forth above.

**SULLIVAN COUNTY BOCES**

  
Signature

  
Name

**VENDOR**

  
Signature

Julia Seliga  
Name