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

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 F

VENDOR'S DATA SECURITY AND PRIVACY PLAN

We utilize industry-standard or better security protocols, including but not limited to data encryption in transit, firewalls, and redundancy for backups.

In the case of a data security and privacy incident, we have internal alerts that notify the IT team. S/P2 will notify any affected account holders and/or users within 24 hours of verifying that their data has or may have been breached. S/P2 will determine if any additional steps must be taken immediately to further limit access to further customer data, what needs to be done to correct the issue, and will keep the affected accounts/users apprised of what is being done to remedy the situation. Notice will be provided in writing within 7 days of a breach or unauthorized release of PII.

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 S/P2 (the "Vendor") are limited to the purposes authorized in the contract between the Vendor and Sullivan BOCES (the "BOCES") dated September 13,2021 (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 BOCES in CSV (Excel) 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 Center in Ohio. 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.

AMENDMENT

THIS AMENDMENT entered into on August 30, 2024 amends the Software License Vendor Agreement dated September 13, 2021 entered into by and between the Sullivan County BOCES ("BOCES") and S/P2 ("Vendor") ("Agreement").

WHEREAS, the Agreement expires on August 30, 2024; 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 30, 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

Justin West
_____
Name

AMENDMENT

THIS AMENDMENT entered into on June 1, 2023 amends the Software License Vendor Agreement dated September 13, 2021 entered into by and between the Sullivan County BOCES ("BOCES") and S/P2 ("Vendor") ("Agreement").

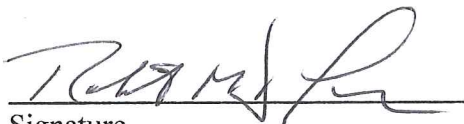**WHEREAS,** the Agreement expires on August 30, 2023; and

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 30, 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

_____
Signature

6/2/23
_____
Name

VENDOR

_____
Signature

Sami Johnson - Account Executive
_____
Name

AMENDMENT

THIS AMENDMENT entered into on __September 1_, 2022 amends the Software License Vendor Agreement dated September 13, 2021 entered into by and between the Sullivan County BOCES ("BOCES") and S/P2 ("Vendor") ("Agreement").

WHEREAS, the Agreement expires on July 19, 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 30, 2023. #
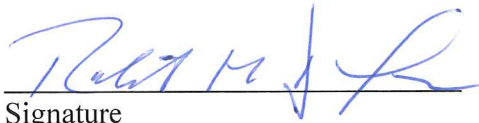   #
2.   **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein. #

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   **VENDOR**

_____   _____
Signature   Signature

Robert Dufour   Sami Johnson, Client Services Manager
Name   Name