

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and [TeachingBooks.net LLC] (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Harborfields Central School District (the "District") and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;

3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. 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.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

NAME OF PROVIDER: **TeachingBooks.net LLC**

BY:  **Nick Glass, Founder & Head** DATED: **09/30/2025**

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

See TeachingBooks.net/PrivacyPolicy



TeachingBooks Privacy Policy

TeachingBooks.net (“TeachingBooks”, “OverDrive, Inc.”, “OverDrive”, “we”, “us”) is committed to privacy best practices for our partners and users (“you”, “your”). In the TeachingBooks Privacy Policy we highlight the privacy practices of TeachingBooks, a service of OverDrive, Inc.

By accessing or using TeachingBooks, you acknowledge the practices and policies outlined in both this TeachingBooks privacy policy and the OverDrive privacy policy at overdrive.com/privacy. OverDrive’s privacy policy is broadly applicable to all its services, including TeachingBooks. Where there are differences, this TeachingBooks privacy policy highlights just those differences applicable to TeachingBooks, and not any other OverDrive Service. Any undefined words or terms not in the TeachingBooks privacy policy shall be interpreted as in the OverDrive privacy policy.

1. Our Commitments to You

Because we know these points are particularly important to You, we put them up front. We commit to:

- 1.1 Not collect, maintain, use, or share student personally identifiable information (PII) unless you direct us to.
- 1.2 Not sell personally identifiable information of any user.
- 1.3 Not use or disclose any student information for behavioral targeting of advertising to students .
- 1.4 Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Your information.

2. Guiding Principles

2.1 Data minimization

- 2.1.1 TeachingBooks does not request, store, collect, or distribute any personally identifiable information (PII) about students.
- 2.1.2 TeachingBooks asks adults who want to maximize their use of our service to complete the login registration process. The PII required from adults is required to run our service and may include, but is not limited to the adult’s name, work email address, zip code, profession, and interests in children's books.

2.1.3 Data Collection Summary Chart

	Category of Information	Collection: Does TeachingBooks collect?	Disclosure: Does TeachingBooks disclose to third parties necessary for services?	Sale: Does TeachingBooks sell?
A	Student PII	NO	NO	NO
B	Biometric information	NO	NO	NO
C	Audio or visual information	NO	NO	NO
D	Personal information from another source to create a profile about a user	NO	NO	NO
E	Non-public education information	NO	NO	NO
F	General geolocation data	YES	YES	NO
G	Commercial information	YES	YES	NO
H	Authentication, systems monitoring, and security related information	YES	YES	NO

2.2 Purpose Limitation

2.2.1 We only use data to support our services to you and your stated educational purposes.

2.2.2 We use data to do things like:

- Process, validate and verify subscriptions to TeachingBooks services;
- Send you email notifications about maintenance, renewals, and updates;
- Offer and/or enhance existing features or develop new features, products or services;
- Enhance security and detect fraud or abuse;
- Provide approved third parties with aggregate, anonymous, and not-user-specific information about our usage patterns in order to secure, enable, and improve our services.

2.2.3 Cookies

TeachingBooks is consistent with [OverDrive's Cookie Policy](#)

2.3 Security

We engage in the following security practices:

- 2.3.1 We encrypt data at rest and in transit. In transit data is encrypted using SSL/TLS 1.2+. Data at rest is encrypted using AES-256.
- 2.3.2 Passwords are stored as salted and hashed with an algorithm.
- 2.3.3 We have a dedicated security team.
- 2.3.4 A firewall is in place on both the database server and the web server.
- 2.3.5 We use a third-party security auditor to check our practices annually, and maintain anti-intrusion software to actively monitor the service.
- 2.3.6 We use secure logins without any student data transference to TeachingBooks, e.g. OAuth2 secure protocols.
- 2.3.7 Our services are maintained consistently with the [OverDrive Security Statement](#).

2.4 Regulatory Compliance

We are compliant with the following regulations:

- 2.4.1 Family Educational Rights and Privacy Act (FERPA)
- 2.4.2 General Data Protection Regulation (GDPR)
- 2.4.3 Children's Online Privacy Protection Act (COPPA)
- 2.4.4 Any state or local law as applicable or required by contract
- 2.4.5 Web accessibility guidelines (WCAG)

3. Additional Components of Our Service

3.1 Chrome Extension

The "TeachingBooks Book Connections Chrome Extension" (<https://teachingbooks.net/ChromeExtension>) is optional and not required for the TeachingBooks service. If you choose to use the TeachingBooks Chrome Extension your web searches will be enhanced with recommended book titles and links to resources that connect you to books and authors. In order to provide you with these enhanced search results TeachingBooks and Chrome

will need to process your search terms. If you use this extension your search terms and IP address are retained for up to two weeks.

3.2 JWPlayer

JWPlayer is the service that we use to play you embedded content. We have set up JWPlayer to be consistent with our policies here, and do not transfer PII through it.

4. Stop Our Services at Any Time

You may close your account at any time by contacting us by email at info@TeachingBooks.net. We may ask you to verify your identity through a technological challenge to make sure you are who you say you are. If your account is inactive (meaning you have not used your account or signed in for an extended period of time), TeachingBooks may remove account usage details. We retain customer contact information.

5. Contact TeachingBooks

You may contact TeachingBooks at www.teachingbooks.net/Contact

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