

Appendix A
Compliance With New York State Education Law Section 2-d Addendum ("Addendum")

The parties to this Agreement are the Monroe 1 Board of Cooperative Educational Services ("BOCES") and YouScience, LLC ("Vendor"). BOCES is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d") and its implementing regulations, and Vendor is a third party contractor, as that term is used in Section 2-d and its implementing regulations. BOCES and Vendor have entered into this Agreement to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

Definitions

As used in this Agreement and related documents, the following terms shall have the following meanings: "Student Data" means personally identifiable information from student records that Vendor receives from an educational agency (including BOCES or a Participating School District) in connection with providing Services under this Agreement.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor," "Contractor" or "Vendor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"BOCES" means Monroe #1 Board of Cooperative Educational Services.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Vendor's product/service.

"Participating School District" means a public school district or board of cooperative educational services that obtains access to Vendor's product/service through a cooperative educational services agreement ("CoSer") with BOCES, or other entity that obtains access to Vendor's product/service through an agreement with BOCES, and also includes BOCES when it uses the Vendor's product/service to support its own educational programs or operations.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students other than as may be expressly authorized by the parties in writing (the "Services").

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

Vendor Obligations and Agreements

Vendor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under this Agreement and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of this Agreement. Vendor shall:

(a) limit internal access to education records only to those employees and subcontractors that are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d, its implementing regulations and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);

(b) only use personally identifiable information for the explicit purpose authorized by the Agreement, and must/will not use it for any purpose other than that explicitly authorized in the Agreement or by the parties in writing;

(c) not disclose any personally identifiable information received from BOCES or a Participating School District to any other party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Agreement, unless (i) if student PII, the Vendor or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;

(e) use encryption technology to protect data while in motion or in its custody (i.e., in rest) from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted 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 using a technology or methodology specified or permitted by the secretary of the U S.);

(f) not sell personally identifiable information received from BOCES or a Participating School District nor use or disclose it for any marketing or commercial purpose unless otherwise expressly authorized by the Services, or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

(g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, in compliance with New York law and regulation;

(h) reasonably cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information by Vendor;

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, that are in substantial compliance with the BOCES data security and privacy policy, and that comply with Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth below, as well as all applicable federal, state and local laws, rules and regulations;

(j) acknowledge and hereby agrees that the State-protected Data which Vendor receives or has access to pursuant to this Agreement may originate from several Participating School Districts located across New York State. Vendor acknowledges that the State-protected Data belongs to and is owned by the Participating School District or student from which it originates;

(k) acknowledge and hereby agrees that if Vendor has an online terms of service and/or Privacy Policy that may be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with applicable law or regulation, the terms of the applicable law or regulation shall apply;

(l) acknowledge and hereby agrees that Vendor shall promptly pay for or reimburse the educational agency for the full third party cost of a legally required breach notification to parents and eligible students due to the unauthorized release of student data caused by Vendor or its agent or assignee;

(m) ensure that employees, assignees and agents of Contractor 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 to such data; and

(n) ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by legally compliant data protection obligations imposed on the Contractor by law, the Agreement and this Agreement.

Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security

<https://www.monroe.edu/domain/1478>

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy 6320. (<https://www.monroe.edu/6320>)
3. 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.
4. A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or

Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between YouScience and BOCES

(a) The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide YouScience's services as outlined in Appendix B (attached hereto) to BOCES or other Participating School District pursuant to a BOCES Purchase Order.

(b) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Agreement shall be July 1, 2023 and the Agreement shall remain in effect until June 30, 2026, unless terminated by either party for any reason upon thirty (30) days' notice.

(e) Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter permanently de-identify or securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor or Vendor's subcontractor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

(h) A copy of Vendor's Data Privacy and Security Plan, which vendor affirms complies with 8 N.Y.C.R.R. 121.6 is attached hereto as **Attachment 1** and is incorporated herein by reference as if fully set forth herein.

(i) Attachment 2 - Data Privacy Addendum attached hereto is incorporated herein by reference as if fully set forth herein.



Vendor Signature

6/30/2023, 2023

Appendix B

Description of Services

YouScience is a career connected learning system that gives students the opportunity for personal self-discovery, career exploration, skills demonstration, work-based learning experiences, connections to post-secondary institutions, and connections to employers. The specific services provided are subject to the purchase order with the School.

YouScience provides the Student with one or more of the following services pursuant to the Terms of Use available at <https://www.youscience.com/terms-of-use/>, each of which either constitutes or generates Student Generated Content:

- Separate student account to access Student Generated Content for up to 10-years. The length of access depends on the specific service (e.g. Summit and certification results are 10 years, Snapshot results are 3 years).
- Performance measures of aptitudes
- Life-long credentials of value for communication to employers and post-secondary institutions
- Interest surveys
- Personality, learning style, and other self-awareness tools
- Interpersonal survey
- Personalized feedback
- Career discovery
- Resume generation and self-advocacy language
- Academic planning
- Work-based learning administration
- Post-secondary education research, and when available, the opportunity to connect directly with post-secondary education providers
- Local internship, work study, and employment opportunities and when available, the opportunity to connect directly with local employers

YouScience provides the faculty of School with one or more the following services based on the purchase order with the School:

- Ability to experience the aptitude assessment and career guidance personally
- Invitation management
- View student results on an individual basis
- Track student progress individually and across groups
- Administrative reporting
- Academic advising reporting
- Academic planning
- Work-based learning administration
- Exam proctoring, which may include remote proctoring

YouScience provides aggregated, de-identified analytics for education recruitment, economic development, and workforce purposes.

ATTACHMENT 2
DATA PRIVACY ADDENDUM
TO COMPLIANCE WITH NEW YORK STATE EDUCATION LAW SECTION 2-D AGREEMENT

This Addendum to Compliance With New York State Education Law Section 2-d Agreement (this “**Addendum**”) is entered into as of 6/30/2023 (“**Addendum Effective Date**”) by and between Monroe 1 Board of Cooperative Services (“**BOCES**”) and YouScience, LLC (“**Vendor**”).

WHEREAS, the Parties hereby incorporate this Addendum into the Compliance With New York State Education Law Section 2-d Agreement entered into by and between BOCES and Vendor as of 6/30/2023 (the “**Agreement**”) to describe the Parties’ duties and responsibilities to protect Student Data transmitted to from BOCES to Vendor to facilitate the provision of the Services outlined in Appendix B – Description of Services (the “**Services**”) pursuant to one or more purchase orders (the “**Service Agreement**”); and

WHEREAS, the Parties wish to enter into this Addendum to ensure the Agreement conforms to the requirements of the privacy laws referred to therein and the nature of the Services provided by Vendor to BOCES.

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree to the following changes to the Agreement:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Agreement.
2. **Scope.** The Parties hereby acknowledge and agree that all purchase orders submitted by BOCES to Vendor are subject to the terms of the Agreement and this Addendum, as applicable.
3. **Interpretation.** In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. The Parties further agree that any changes to the Agreement necessary to conform the Agreement to the terms of this Addendum are hereby deemed made.
4. **Student Data to Be Provided.** The Parties’ acknowledge and agree that, with respect to the data to be provided in connection with the Services, the data provided by BOCES constitutes Student Data and the data provided or generated by a student constitutes Student Generated Content.
5. **Scope of Student Data.** In addition to, and not in lieu of, any additional exclusions from the types of data, materials, content, and other information that constitute Student Data under the Agreement, the Parties agree that Student Data does not include any Student Generated Content.
6. **Ownership of Student Generated Content.** As between BOCES and Vendor, all Student Generated Content is and will continue to be the property of the student, or, where applicable, the student’s parent or legal guardian, who provided or generated such Student Generated Content.
7. **Access to Student Data and Student Generated Content.**
 - a. **General.** Subject to Vendor’s continued obligations under the Service Agreement, the Agreement, and this Addendum, BOCES acknowledges and agrees that each student, or, where

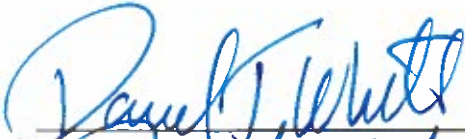
applicable, such student's parent or legal guardian, will have a continuous right through Vendor's standard features and functionalities available through the Services to access such student's:


1. Student Data during the term of the Service Agreement; and
 2. Student Generated Content for the period of the license granted by Vendor to such student, or, where applicable, to such student's parent or legal guardian, as described in Description of Services, attached to the Agreement as Appendix B.
- b. **Parent Access.** Vendor will provide reasonable assistance to BOCES to enable BOCES to provide parental access and the ability to correct erroneous information by making Vendor's standard features and functionalities available to BOCES through the Services.
8. **Separate Account.** For each student, Vendor will maintain separate accounts – one for any Student Generated Content, and one for Student Data stored or maintained by Vendor.
 9. **Annual Notification of Rights.** In addition to, and not in lieu of BOCES's duties under the Agreement, BOCES shall also provide the means by which BOCES, eligible students, and, where applicable, parents or legal guardians may consent to the disclosure of Student Generated Content to a third party.
 10. **Authorized Use.** BOCES acknowledges and agrees that Vendor is authorized to disclose data on as necessary to provide the Services, and in doing so, Vendor acknowledges that it shall not make any re-disclosure of any Student Data or any portion thereof without the express written consent of BOCES, and shall not make any redisclosure of any Student Generated Content without the express written consent of the student or the applicable parent or legal guardian.
 11. **Disposition of Student Data.** BOCES may instruct Vendor to permanently de-identify Student Data through the features and functionalities available to BOCES through the Services, or via e-mail.
 12. **Advertising Limitations.** In addition to, and not in lieu of, any exceptions to the use of Student Data for advertising purposes set forth in the Agreement, BOCES acknowledges and agrees that Vendor may use the Student Data to provide the Services to students and as otherwise detailed in Appendix B.
 13. **Data Breach.** In the event that Student Data or Student Generated Content in Vendor's possession or under its reasonable control is accessed or obtained by an unauthorized individual, Vendor shall notify BOCES within a reasonable amount of time after which the Vendor learns of the incident (not to exceed forty-eight (48) hours).
 14. **Integration Clause.** This Addendum constitutes the entire agreement between the Parties regarding its subject matter. Any modification or waiver under this Addendum will be effective only if it is in writing and signed by the Parties to be bound. This Addendum, when fully executed by authorized representatives of the Parties, shall form part of, and be subject to the terms set forth in, the Agreement as amended. Except as amended and modified by this Addendum, the terms and provisions of the Agreement remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Addendum Effective Date.

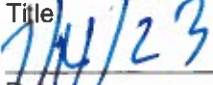
**MONROE 1 BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES**

YOUSCIENCE, LLC




Signature


Printed Name


Title


Date



Signature
J. Philip Hardin

Printed Name
Chief Financial Officer

Title
4/27/2023

Date

