EXHIBIT A: PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

This Exhibit A is part and parcel to the Data Privacy and Security Agreement dated September 18, 2020 by and between Carolina Biological Supply Company ("Vendor") and the Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

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

1. A student's Personally Identifiable Information (PII) cannot be sold or released for any commercial or marketing purposes.

2. Parents have the right to inspect and review the complete contents of their child's education record. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

3. 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.

4. A complete list of all student data elements collected by the State is available for public review at: http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

5. Parents have the right to file complaints with OCM BOCES/CNYRIC about possible privacy breaches of student data by OCM BOCES/CNYRICs third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to: OCM BOCES/CNYRIC, 6075 East Molloy Road, PO Box 4866, Syracuse, NY 13221. Phone: 315-433-8300; e-mail: pmazzaferro@cnyric.org.

6. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email: CPO@mail.nysed.gov.

Supplemental Information to Parents Bill or Rights for Data Privacy and Security:

1. The exclusive purpose for which Vendor is being provided access to Personally Identifiable Information is for the provision educational materials and science kits for classroom instruction. Vendor does not monitor or use customer content for any reason other than as part of providing our services.

2. Student data and/or teacher or principal data received by Vendor, or by any assignee of Vendor, will not be sold or used for marketing purposes.

3. Vendor agrees that any of its officers or employees who have access to Personally Identifiable Information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data which shall include but not be limited to security awareness training to all staff on topics, including Personally Identifiable Information and requirements under New York State law. Training shall be conducted on an annual, new hire basis with monthly micro-learning engagements.

4. The agreement between Vendor and OCM BOCES for application programing interface and data exchange services expires on 8/31/2026 and shall automatically renew for one (1) year successor terms unless terminated by the Parties in accordance with the terms of the Agreement. Upon expiration or termination of the agreement, without a successor agreement in place, Vendor will assist OCM BOCES in exporting any and all student data and/or teacher or principal data previously received by Vendor back to OCM BOCES. Vendor will thereafter securely delete any and all student data and/or teacher or principal data remaining in its possession (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data), as well as any and all student data and/or teacher or principal data maintained on its behalf of in secure data center facilities. Vendor will ensure that no copy, summary, or extract of the student data and/or teacher or principal data, or any related work papers, are retained on any storage medium whatsoever by Vendor or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of student data and/or teacher or principal data will be completed within thirty (30) days of the expiration of the agreement between BOCES and Vendor. To the extent that Vendor may continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they/it will not attempt to re-identify de-identified data and will not transfer de- identified data to any party.

5. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the OCM BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.

6. Student data and/or teacher or principal data transferred to Vendor will be stored in electronic format on systems maintained by Vendor in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. In order to protect the privacy and security of student data and/or teacher or principal data stored in that manner, Vendor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

7. Any student data and/or teacher or principal data possessed by Vendor will be protected using encryption technology while in motion, in its custody and at rest.

Acknowledged and agreed to by Vendor:

Signature: Bruce Wilcox

Name: Bruce Wilcox

Title: Vice President

Date: September 18, 2020