

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should BOCES receive information that a person is in violation of the above-referenced certification, BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: William Tuthill

Print Name: William Tuthill

Title: Sales Manager

Company Name: New York Communications Co.

Date: 11/18/22

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 Vendor 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 Ulster BOCES and Vendor to the contrary, Vendor agrees as follows:

Vendor 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 Vendor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Vendor 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. Vendor 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, Vendor shall have in place sufficient internal controls to ensure that Ulster BOCES' and/or its participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, 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 Ulster BOCES and/or a participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of Ulster BOCES and/or its Participants as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),

-AND-

Personally identifiable information from the records of Ulster BOCES and/or its participants 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.

Vendor 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, Vendor agrees to comply with Ulster BOCES' policy(ies) on data security and privacy. Vendor

shall promptly reimburse Ulster BOCES and/or its participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Vendor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Vendor shall return all of Ulster BOCES' and/or its participants' data, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Vendor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Ulster BOCES' and/or its participant's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of Ulster BOCES' Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Vendor's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Vendor's policy on data security and privacy.
3. An outline of the measures taken by Vendor to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how Vendor will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.

An outline of how Vendor will ensure that any subcontractors, persons or entities with which Vendor will share Protected Data, if any, will abide by the requirements of Vendor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

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Parents Bill of Rights - Data Privacy & Security

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

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.
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 for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or 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:

Ulster BOCES
175 Route 32 North
New Paltz, New York 12561

or

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234
Complaints may also be directed to the
Chief Privacy Officer (CPO) via e-mail at
CPO@mail.nysed.gov

6. The District Superintendent shall develop regulations to insure compliance with all state and federal laws and regulations regarding the protection and security of student, teacher, and principal data.

Supplemental Information Regarding Third Party Contractors

In the course of complying with its obligations under the law and providing educational services, Ulster BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract Ulster BOCES enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data will include the following information:

1. The exclusive purposes for which the student data or teacher or principal data will be used;
2. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted. The State Education Department ("SED") has issued a preliminary Parents' Bill of Rights for Data Privacy and Security which is subject to change. Additional elements will be developed in conjunction with the CPO, districts, parents and the Board of Regents. In the meantime, you can access additional information and a question and answer document issued by SED at <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

This Bill of Rights is subject to change based upon regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

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