

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed.
 - (i) Complaints should be submitted to the EA at: CA BOCES Data Privacy Officer, 1825 Windfall Road, Olean, New York 14760, via email at DPO@caboces.org or by using the form available at the following website: <https://caboces.org/resources/new-york-state-education-law-2d/report-an-improper-disclosure/>.
 - (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
Signature:	<i>Colin Freeburg</i>
Printed Name:	
Title:	
Date:	

EXHIBIT B

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term	Contract Start Date _____ Contract End Date _____
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.

Secure Storage and Data Security	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
Encryption	<p>Data will be encrypted while in motion and at rest.</p>

CONTRACTOR	
Signature:	<i>Colin Freeburg</i>
Printed Name:	
Title:	
Date:	



Performance Learning Systems, Inc.

Data Security and Privacy Plan

1. Introduction

Performance Learning Systems, Inc., and its affiliates (the “Company”) recognize the need to maintain safeguards when processing Student Data in connection with provision of the Company’s services and all digit assets contained or offered therein (collectively, our “Services”) for clients that include Educational Agencies. As part of its Services, Company collects a variety of information that may be protected by law, which is further defined below.

It is the goal of Company to work to protect information in accordance with applicable laws, including but not limited to laws such as the New York State Section 2-d Education Law (“Section 2-d”), and Company policies.

2. Scope

This Data Security and Privacy Plan (“Plan”) extends to all processing of information defined as Teacher or Principal Data under Section 2-d. Processing includes any operation or set of operations which is performed on Teacher or Principal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, or alternation, retrieval, consultation, use, disclosure by transmission, dissemination, otherwise making available, combination, restriction, erasure, or destruction. Company does not process Student Data as defined by Section 2-d.

Anonymized data or pseudonymized data that cannot be attributed to a natural person, e.g. for statistical evaluations or studies, is not subject to this Plan.

3. Definitions

- a. “Agreement” means a direct contract between an Educational Agency and Company.

- b. “Educational Agency” means a school district, board of cooperative educational services, school, or department of education for a state.
- c. “Teacher or Principal Data” means personally identifiable information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release

4. Compliance

- a. In order to implement all relevant state, federal, and applicable data security and privacy contract requirements over the life of an Agreement, consistent with the Educational Agency's data security and privacy policy, Company will:
 - i. Follow internal policies and procedures compliant with (i) applicable state, federal, and local data security and privacy requirements, including Section 2-d, and (ii) the Educational Agency’s data security and privacy policy;
 - ii. Follow commercially reasonable administrative, technical, operational, and physical safeguards and practices to protect the security of Teacher or Principal Data in accordance with relevant law;
 - iii. Follow policies compliant with the Educational Agency’s Parents’ Bill of Rights, to be attached as exhibit(s) to the Agreement;
 - iv. Use the Teacher or Principal Data only for the purpose authorized in the Agreement;
 - v. Annually train its officers and employees who have access to Teacher or Principal Data on relevant federal and state laws governing confidentiality of Teacher or Principal Data; and
 - vi. In the event any subcontractors are engaged in relation to the Agreement, manage relationships with sub-contractors to contract with sub-contractors to protect the security of Teacher or Principal Data in accordance with relevant law.

5. Safeguards

- a. To protect Teacher or Principal Data that Company receives in relation to an Agreement, Company will follow policies that include the following administrative, operational, and technical safeguards:
 - i. Company will identify reasonably foreseeable internal and external risks relevant to its administrative, technical, operational, and physical safeguards;
 - ii. Company will assess the sufficiency of safeguards in place to address the identified risks; Company will adjust its security program in light of business changes or new circumstances;
 - iii. Company will regularly test and monitor the effectiveness of key controls, systems, and procedures; and
 - iv. Company will protect against the unauthorized access to or use of Teacher or Principal Data.

6. Training

Officers or employees of Company who have access to Teacher or Principal Data receive or will receive training annually on the federal and state laws governing confidentiality of such data prior to receiving access

7. Subcontractors

In the event that Company engages any subcontractors or other authorized agents to perform its obligations under a Client agreement, it will implement policies to manage those relationships in accordance with applicable laws and will obligate its subcontractors to protect Teacher or Principal Data in all contracts with such subcontractors, including by obligating, as reasonably possible, the subcontractor to abide by all applicable data protection and security contract requirements, including but not limited to those outlined in applicable state and federal laws and regulations.

8. Data Security and Privacy Incidents

Company will manage data security and privacy incidents that implicate Teacher or Principal Data, including identifying breaches and unauthorized disclosures, by following an incident response policy for identifying and responding to incidents, breaches, and unauthorized disclosures. Company will notify Client of any breaches or unauthorized disclosures of Teacher or Principal Data promptly but in no event more than seven (7) days after Company has discovered or been informed of the breach or unauthorized release.

9. Effects of Termination or Expiration

Company will implement procedures for the return, transition, deletion and/or destruction of Student Data at such time that the Client agreement is terminated or expires.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date.

PERFORMANCE LEARNING SYSTEMS, INC.

By: Colin Freeburg

Name: Colin Freeburg

Title: CFO