

## **Contract Addendum**

### **Compliance with New York State Education Law Section 2-d**

The parties to this Contract Addendum are the Dunkirk City School District (the "District") and sportsYou ("Company" or "Vendor"). The District is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d"), and Vendor is a third party contractor, as that term is used in Section 2-d, pursuant to which Vendor receives access to student/teacher/principal data regulated by Section 2-d from the District that uses Vendor's product pursuant to the agreement between the District and Vendor. The District and Vendor have entered into this Contract to conform to the terms of the requirements of Section 2-d. To the extent that any term of the Vendor's own acceptable use policy conflicts with the terms of this Contract, the terms of this Contract shall apply and be given effect.

As used in this Contract Addendum, the term "student data" means personally identifiable information from student records that Vendor receives from the District, as defined by Section 2-d.

As used in this Contract Addendum, the term "teacher or principal data" means personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential.

The Vendor shall submit to the District the completed attached addendum for review before final approval of this contract and it shall stay in effect for the duration of this contract. Any changes to the information provided must be communicated to the District and a new contract must be established.

#### **A. Education Law Section 2-d(5)(d)**

Vendor agrees that the security, confidentiality, and integrity of student/teacher/principal data shall be maintained in accordance with state and federal laws that protect the confidentiality of student/teacher/principal data, and also in accordance with Parents' Bill of Rights for Data Security and Privacy, which is attached to this Agreement and made a part of this Agreement.

#### **B. Education Law Section 2-d(5)(e)**

Vendor agrees that it will disclose student/teacher/principal data received from the District only to those officers, employees, and agents who have a legitimate educational interest in that data. Vendor further agrees that any of its officers or employees, and any officers or employees of any assignee of Vendor who have access

Student/teacher/principal data transferred to Vendor by the District 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. The measures that Vendor will take to protect the privacy and security of student/teacher/principal data while it is stored in that manner are associated with industry best practices and those set forth by the Secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

H. Education Law Section 2-d(5)(f) and (6)

Vendor acknowledges that it has the following obligations with respect to any student/teacher/principal data received by the District and any failure to fulfill one of these statutory obligations shall be a breach of the Underlying Agreement:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any student/teacher/principal data 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 (1) that other party has the prior written consent of the parent or eligible student/teacher/principal, or (2) 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;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of student/teacher/principal data in its custody;
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- comply with the District's policy(ies) on data security and privacy, Section 2-D, and Part 121 of the Regulations of the Commissioner of Education;

- b. Student information is only accessible by those who are deemed warranted of having the information.
4. New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review online. Parents may also 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, N.Y. 12234.
5. Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to: Mr. Michael Mansfield, Superintendent of Schools, 620 Marauder Drive, Dunkirk, New York, 14048. Additionally, parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is [cpo@mail.nysed.gov](mailto:cpo@mail.nysed.gov). SED's complaint process is under development and will be established through regulations from the department's chief privacy officer, who has yet to be appointed.

#### **Additional student data privacy information**

This bill of rights is subject to change based on regulations of the commissioner of education and the SED chief privacy officer, as well as emerging guidance documents from SED. For example, these changes/additions will include requirements for districts to share information about third-party contractors that have access to student data, including:

- How the student, teacher or principal data will be used;
- How the third-party contractors (and any subcontractors/ others with access to the data) will abide by data protection and security requirements;
- What will happen to data when agreements with third-party contractors expire;
- If and how parents, eligible students, teachers or principals may challenge the accuracy of data that is collected; and
- Where data will be stored to ensure security and the security precautions taken to ensure the data is protected, including whether the data will be encrypted.

[Please click here for a list of software that the district utilizes and their privacy policies](#)

Agreed and accepted on this day: January 8, 2024.

Print:

Sign: Bradford J Matthews  
For: sportsYou

1/8/2024  
Date

Print: Michele Heenan

Sign: Michele Heenan  
Dunkirk City School District, CIO

1/9/2024  
Date