

6. In accordance with section 11 of this Agreement describe your secure destruction and secure deletion practices and how you will certify to NYSED that Student Data and PII has been securely deleted or securely destroyed by you and your Subcontractors.

Any student PII will be deleted and destroyed annually, and confirmation will be provided to NYSED.

EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts and Agreements that Utilize Personally Identifiable Information

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 ("Student PII") cannot be sold or released for any Commercial or Marketing purpose. Student 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 Regulations of the Commissioner of Education 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 Student PII.
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 New York State Education Department ("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 Student PII addressed. Complaints should 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 Student PII is either unlawfully accessed or unlawfully disclosed.
8. NYSED workers that have access to or receive disclosure of Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will be provided Access to or receive Disclosure of Student Data and/or PII.

1. Name of Entity:

WCNY and WPBS

2. Description of the exclusive purpose(s) for which the Student Data will be used:

Some student data may be collected when students use Skills Enrichment

3. Type(s) of Data that NYSDOL will be provided Access to or Disclosure of:

Student Data

4. Contract/Data Privacy Agreement Term:

Start Date:

5. Subcontractor use and written agreement requirement:

WCNY will use Subcontractors ☒ Yes ☐ No

If Subcontractors are utilized a written agreement will be entered into requiring the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on WCNY and WPBS by state and federal laws and regulations and this Agreement.

WCNY agree to bind their Subcontractors by written agreement.

☒ Yes ☐ No

Not Applicable because WCNY and WPBS will not use Subcontractors.

☐ Yes ☐ No

6. Data Transition and Secure Destruction

☒ Yes ☐ No **WCNY and WPBS** agree that the confidentiality and data security obligations under this Agreement will survive the expiration or termination of this

Agreement but shall terminate upon certification that **WCNY and WPBS** and their Subcontractors:

- Are unable to Access any Information provided to **WCNY and WPBS** pursuant to this Agreement
- Securely deleted and destroyed Disclosed Student Data.

7. Secure Storage and Data Security

Please indicate where Student Data will be stored:

☐ Yes ☒ No Using a cloud or infrastructure owned and hosted by a third party.

☒ Yes ☐ No Using WCNY owned and hosted solution

☐ Yes ☐ No Other:

Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:

8. Encryption requirement

WCNY and WPBS agree that Student Data will be encrypted while in motion and at rest.

☒ Yes ☐ No

9. Certification.

WCNY and WPBS certify that they will comply with, and require their Subcontractors to comply with, applicable State and Federal laws, rules, and regulations.

Name Mitch Gelman

Signature

Printed Name Mitch Gelman

Title President and CEO

Date 1-9-2025

Name Mark Prasuhn

Signature



Printed Name Mark Prasuhn

Title President & General Manager

Date January 14, 2025