

arising out of this contract shall be brought in the New York State Supreme Court located in Chautauqua County or in the United States District Court for the Western District of New York located in Buffalo, New York.

In witness of the foregoing, the duly authorized representatives of each of the Parties have signed this Agreement on the date indicated.

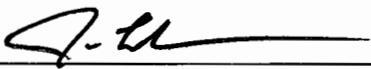
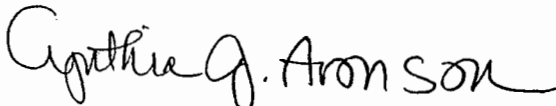
FOR CHAUTAUQUA LAKE CSD:  _____ Dr. Josh Liddell District Superintendent DATE: <u>2/6/25</u>	FOR THE CONTRACTOR:  _____ Cynthia J. Aronson Director, Chautauqua County DIDIWNY DATE: January 16, 2025
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EXHIBIT A: PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

CLCS is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, CLCS 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 may be submitted to NYSED at www.nysed.gov/data-privacy-security; 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.

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

1. The exclusive purpose for which Contractor is being provided access to student data and/or teacher or principal data is:
 - o Enrollment in the Dream It Do It Advanced Manufacturing Program using the Tallo technology platform.
 - o Collection of student survey data to understand the impact of programming and events and to provide insight into program and event improvement opportunities using Survey Monkey.

Student data and/or teacher or principal data received by Contractor, or by any assignee of Contractor, from CLCS or its employees, officers, agents, and/or students will not be sold or used for marketing purposes.

2. Contractor agrees that any of its officers or employees, and any officers or employees of any assignee or subcontractor of Contractor, 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. More specifically,


Tallo: Please see Tallo's data security and compliance details may be found here:

<https://tallo.com/privacy-policy/>

Survey Monkey: Please see Survey Monkey's data security and compliance details may be found at: <https://www.surveymonkey.com/mp/data-security-and-compliance/>

1. The Agreement between Contractor and CLCS for *CLCS students access to the Dream It Do It program*; expires on July 31, 2027. Upon expiration of that agreement without a successor Agreement in place, Contractor will assist CLCS in exporting any and all student data and/or teacher or principal data previously received by Contractor back to CLCS. Contractor will thereafter securely delete any and all student data and/or teacher or principal data remaining in its possession or the possession of any and all its assignees or subcontractors (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. Contractor 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 Contractor, its subcontractors or assignees, 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 CLCS and Contractor. To the extent that Contractor and/or its subcontractors or assignees 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.
2. 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 CLCS 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.
3. Student data and/or teacher or principal data transferred to Contractor by CLCS or CLCS officers, employees, agents, or students will be stored in electronic format on systems maintained by Contractor 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, Contractor 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.
4. Any student data and/or teacher or principal data possessed by Contractor will be protected using encryption while in motion and at rest

Acknowledged and agreed to by:

Signature: 
Name: CYNTHIA J. ARONSON
Title: Director Dream It Do It WNY - Chautauqua
Date: 1.16.25