



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**



This is an agreement (Clinical Affiliation "Agreement") dated September 18, 2026 entered into by between Studies Weekly, LLC, with its principal place of business located at 1140 North 1430 West, Orem, UT 84057 ("Contractor"), and **Chester Union Free School District**, with its principal place of business located at 64 Hambletonian Avenue, Chester NY 10918 ("CUFSD"). Upon being executed by Contractor's and CUFSD's authorized representatives, this agreement shall be deemed to have been in full force and effect as of the effective date of any prior agreement it amends.

WHEREAS, CUFSD is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Agreement are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Agreement, as follows:

1. CONFIDENTIAL INFORMATION

- 1.1. Contractor agrees that in performing the Agreement with the CUFSD, Contractor may have access to confidential information in the possession of CUFSD, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d).
- 1.2. Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, Contractor agrees to comply with any changes in Section 2-d, the Commissioner's regulations and relevant CUFSD policy that may be amended or modified during the terms of the Agreement. Upon request by CUFSD, Contractor shall provide CUFSD with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws.
- 1.3. Upon expiration of the Agreement to which this Agreement applies, without a successor agreement in place, Contractor shall assist CUFSD in exporting all personally identifiable information (PII) previously received by Contractor from, or developed on behalf of, CUFSD, and Contractor shall, at the request of CUFSD, either securely delete any personally identifiable information (PII) remaining in Contractor's possession or return the student, teacher and/or principal data to CUFSD. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility, in conformity with section 2-D and its implementing regulations.



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**



- 1.4. The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of this and any other prior Agreement.

2. DATA INSPECTION AND CHALLENGES TO DATA

- 2.1. Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by CUFSD. To the extent PII is held by Contractor pursuant to the Original Agreement, Contractor shall respond within thirty (30) calendar days to CUFSD's requests for access to PII so CUFSD can make available such personally identifiable information for review by a parent or eligible student. If a parent or eligible student contacts Contractor directly to review any of the PII held by Contractor pursuant to the Agreement, Contractor shall promptly notify CUFSD and refer the parent or eligible student to CUFSD.
- 2.2. In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of CUFSD.
- 2.3. A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal PII, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by CUFSD.

3. TRAINING

- 3.1. Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. USE/DISCLOSURE OF DATA

- 4.1. Contractor shall not sell or use for any commercial or marketing purpose student, teacher and/or principal PII that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.
- 4.2. Contractor shall use the student, teacher and/or principal PII, records, and or information obtained in connection with this agreement solely for the exclusive purpose of and limited to that which is necessary for the Contractor to perform the duties and services required under the Agreement. Contractor shall not collect or use educational records of CUFSD or any student, teacher and/or principal PII of CUFSD for any purpose other than as explicitly authorized in this Agreement or the Original Agreement.
- 4.3. Contractor shall ensure that, to the extent it receives student, teacher, and/or principal PII pursuant to this Agreement, it shall not disclose any Confidential Information to any subcontractor or non-employee agent without first obtaining a written assurance from such party that it will comply with Section 2-D and all applicable terms of this Agreement.

Contractor shall indemnify and hold CUFSD harmless, **up to the limits of Contractor's applicable insurance**



AGREEMENT Regarding NYSED Data Privacy and Security In Accordance with Section 2-d of the New York Education Law



coverage, from any and all acts or omissions of Contractor's employees, subcontractors, or non-employee agents. Contractor's current insurance policy is incorporated herein and attached as *Artifact A*. Changes to the Contractor's insurance, including cancellation or reduction of policy limits, shall not in themselves constitute grounds for CUFSD to seek damages.

However, in the event of any breach, unauthorized disclosure, or other violation involving student, teacher, and/or principal PII, CUFSD reserves the right to seek damages **up to the limits of the insurance coverage in effect at the time of contract execution as documented in Artifact A**, irrespective of any subsequent modification, reduction, or cancellation of such insurance by the Contractor.

4.4.

5. CONTRACTOR'S ADDITIONAL OBLIGATIONS UNDER SECTION 2-D AND THIS AGREEMENT

Contractor acknowledges that, with respect to any student, teacher and/or principal PII received through its relationship with CUFSD pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate as Exhibit "A" to this Agreement, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by CUFSD;
- store all data transferred to Contractor pursuant to the Agreement by CUFSD, in an electronic format on systems maintained by Contractor in a secure data facility or hard copies under lock and key;
- limit internal access to student, teacher and/or principal PII to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- not disclose student, teacher and/or principal PII to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to CUFSD no later than ten (10) business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under public law 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of CUFSD while in motion or at rest from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those expressly agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited;
- Notify CUFSD, in the most expedient way possible and without unreasonable delay but in no event more than seven (7) calendar days after the discovery of any breach of security or unauthorized access to PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**



CUFSD for the full cost of any notifications CUFSD makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to legal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.

- understand that any breach of the privacy or confidentiality obligations set forth in this Agreement may, at the sole discretion of CUFSD, result in CUFSD immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Agreement and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall constitute a material breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect. Notwithstanding the same, to the extent of any inconsistency between the original agreement and this agreement, the terms of this agreement shall supersede the original agreement.

IN WITNESS WHEREOF, Contractor and CUFSD execute this Agreement to the Agreement as follows:

Contractor Name: STUDIES WEEKLY, LLC

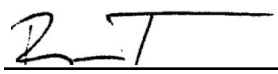
CUFSD

By: Ron Taylor

By: Daniel Svarczkopf

Title: Chief Technology Officer

Title: District Privacy Officer

Signature: 

Signature: 

Date: 9/18/2026

Date: 9/21/2026



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**



**EXHIBIT A
PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY**

Under federal and New York State law and regulations, Parents and Guardians are entitled to certain protections of their student's data.

You have the following rights:

1. Your child's data is prohibited from being sold. It cannot be used for any commercial or marketing purpose. It cannot be shared with an unauthorized person.
2. You have the right to inspect and review the contents of your child's education records from their school. You have the right to see the records within 45 days and to dispute any inaccuracies.
3. Your child's data must be protected using high standards and best practices. Some of these practices include encryption, firewalls, and passwords to protect student data.
4. You have the right to file a complaint regarding a breach and have it addressed within 60 days. You should first attempt to resolve the complaint with your school. If you are unable to resolve the complaint at the school level, you may file a complaint with the New York State Education Department at:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue. Room 152EB
Albany, New York 12234
Privacy@nysed.gov

5. You can get a list of all data elements collected by the State at:
<https://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, New York 12234

6. You must receive an annual notice of your rights to inspect and review your child's education record from your district.

In addition to your rights as a parent, schools have many obligations regarding student data including, but not limited to: a requirement to publish the Parents' Bill of Rights on their website; to tell you within 60 calendar days, if your child's data has been breached; to publish on their website supplemental information regarding the third party contractors the school is sharing student data with; and to address using minimal data, data deletion and data protection when sharing student data with third party contractors.



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**



**EXHIBIT B
SUPPLEMENTAL INFORMATION**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, CUFSD 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:	Studies Weekly, LLC
Description of the purpose(s) for which Contractor will receive/access PII	Student and Teacher access to “Studies Weekly Online” digital publications and resources.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term	Contract Start Date: 7/22/2026 Contract End Date: 6/30/2027 (Please make the contract end date five years from contract start 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) ☐ Contractor will not utilize subcontractors. ☒ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to CUFSD, or a successor contractor at CUFSD’ option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.



**AGREEMENT Regarding NYSED Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law**

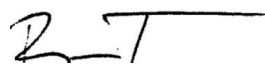


Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting CUFSD. If a correction to data is deemed necessary, CUFSD will notify the Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving CUFSD' written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Data security and privacy risks are mitigated through encryption at rest and in transit, secure protocols, restricted access controls, and secure authentication. Systems are monitored for abnormal activity, and regular security audits are conducted to identify and address potential risks.
Encryption	Data will be encrypted while in motion and at rest.

Contractor Name: Studies Weekly, LLC

By: Ron Taylor

Title: Chief Technology Officer

Signature: 

Date: 9/18/2026