

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between Fillmore Central School (DISTRICT) and **Microsoft Corporation** ("VENDOR") to the contrary, **VENDOR** agrees as follows as to Flipgrid software and services:

VENDOR will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as **VENDOR** uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. **VENDOR** shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. **VENDOR** shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party.

"**Protected Data**" includes any information that is linked or reasonably linkable to a student including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the Fillmore Central School DISTRICT and/or its Participants as that term is defined in 34 CFR §99.3, which implements the Family Educational Rights and Privacy Act ("FERPA"),

-AND-

Personally identifiable information from the records of the Fillmore Central School DISTRICT and/or its Participants relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c.

VENDOR and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, **VENDOR** agrees to comply with the DISTRICT policy(ies) on data security and privacy provided such policies are attached to this Agreement. **VENDOR** shall promptly reimburse DISTRICT and/or its Participants for the full cost of notifying a parent, eligible student,

teacher, or principal of an unauthorized release of Protected Data by **VENDOR** its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, **VENDOR** shall return all of Fillmore Central School DISTRICT and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission or delete all Protected Data as directed by Fillmore Central School DISTRICT. Either party may terminate this Agreement with 30 days' notice to the other party.

Data Security and Privacy Plan

VENDOR and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Fillmore Central School DISTRICT and/or its Participant's Protected Data, pursuant to this agreement and for the specific purpose of providing the FlipGrid software and services to representatives of Fillmore Central School DISTRICT and students, including purposes compatible with providing those services, and shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of New York Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to **VENDOR**'s possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the **VENDOR**'s policy on data security and privacy.
3. An outline of the measures taken by **VENDOR** to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how **VENDOR** will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how **VENDOR** will ensure that any subcontractors, persons or entities with which **VENDOR** will share Protected Data, if any, will abide by the requirements of **VENDOR**'s policy on **DATA PRIVACY AND SECURITY PLAN** and its contractual obligations with respect to Protected Data set forth herein.

1. Attached hereto as Exhibit "A" is a copy of the New York Parents' Bill of Rights signed by **VENDOR**.