

## PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Fillmore CSD is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, Fillmore CSD informs the school 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 New York State is available for public review at the following website <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to submit complaints about possible breaches of student data addressed. Complaints should be directed in writing to Fillmore CSD Data Privacy Officer, 104 W. Main St, Fillmore, New York 14760 or by using the form available at the following website: <https://www.fillmorecsd.org/Page/2923>. Complaints may also be directed in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234 or by using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

DocuSigned by:  
*Brian Kellner*  
6A84C08683D484

Authorized Vendor Signature

5/26/2020

Date

*Michael Dodge, Superintendent*

Authorized Fillmore CSD Signature

6/9/20 2020

Date

**VENDOR INFORMATION REGARDING DATA PRIVACY AND SECURITY**

Vendor: <u>Sphero, Inc.</u>	Product: <u>Sphero robots and Sphero Edu application</u>	
Collects: <input checked="" type="checkbox"/> Student Data	<input checked="" type="checkbox"/> Teacher or Principal Data	<input type="checkbox"/> Does not collect either

Educational agencies including Fillmore Central School District are required to *post information about [third-party contracts](#) on the agency's website* with the Parents Bill of Rights. To that end, please complete the table below with information relevant to [NYS Education Law 2-d](#) and [Part 121.3 of the Commissioner's Regulations](#). Note that this applies to all software applications and to mobile applications ("apps").

**Part 1: Exclusive Purposes for Data Use**

The exclusive purposes for which the student data (or teacher or principal data) will be used by the third-party contractor:

Data will be used for creation of accounts to allow creation of classes, assigning of activities, tracking progress on activities, and saving programs.  
NOTE: Teachers may opt into receiving email messages from Sphero.

**Part 2: Subcontractor Oversight Details – Select the appropriate option below.**

This contract has no subcontractors.

This contract has subcontractors. As such, the third-party contractor will take the following steps to ensure that any subcontractors, assignees, or other agents who see, or receive, this protected data are contractually required to obey the same data protection and security requirements that the third-party contractor is required to obey under state and federal law:  
Industry standard methods

**Part 3: Contract Lifecycle Practices**

The contract expires on see amendment unless renewed or automatically extended for a term pursuant to the agreement. When the contract expires, protected data will be deleted by the contractor, via shredding, returning of data, mass deletion, and upon request, may be exported for use by Fillmore CSD before deletion.

**Part 4: Student Educational Records / Improper Disclosure**

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the [U.S. Department of Education FERPA website](#).

B. A complaint or report of improper disclosure may be completed by submitting the [Improper Disclosure](#) form.

**Part 5: Security Practices**

A. Protected data provided to the contractor will be stored: (include *where* and *how*)

Amazon's US East AWS data center

B. The security protections taken to ensure data will be protected that align with the [NIST Cybersecurity Framework](#) and industry best practices include:

Please see AWS security info here <https://aws.amazon.com/security/>

**Part 6: Encryption Practices**

By checking this box, contractor certifies that data encryption is applied in accordance with [NYS Education Law Section 2-d 5\(f\)\(5\)](#).

**AMENDMENT No. 1 to  
Fillmore Central School District Data Security Addendum**


This Amendment No.1 (this "**Amendment**") is made and entered into as of \_\_\_\_\_ 2020 (the "**Effective Date**"), by and between the Fillmore Central School District ("**LEA**"), and Sphero, Inc., a Delaware corporation ("**Provider**") (each, a "**Party**" and collectively, the "**Parties**"). This Amendment amends the terms of the Data Sharing and Confidentiality Agreement executed between the parties effective as of the Effective Date (the "**Agreement**"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

The Parties hereby agree as follows:

1. All references to "personally identifiable information", "student data", "data", or "Student generated content" in the Agreement shall pertain only to data collected from LEA educators, employees, and other agents regarding LEA students.
2. "Service Agreement" shall mean the Provider's Terms of Use available at Sphero.com/terms, provided that, in the event of a conflict between the Service Agreement and the Agreement, as amended here (collectively, the "Amended Agreement"), the Amended Agreement shall govern.
3. LEA represents and warrants that it will have all requisite right and authority to transmit to Provider any and all student data transmitted to Provider under the Agreement.
4. Notwithstanding any provision of the Agreement, Provider shall, at the request and cost of the LEA, transfer Student generated content to a separate student account.
5. Notwithstanding any other provision of this Agreement, in the event a student has elected to publish student generated content in the application, LEA acknowledges that Provider's other users of the application will be able to view, use, and copy such content, and Provider will have no ability to delete all such copies of such content.
6. Unless an LEA user has been logged in as other than a "learner", has represented that he or she is over the age of consent, and has opted into such communications, no PII will be used to market to such user.
7. **Agreement Enforcement.** The terms and conditions of the Agreement govern this Amendment, and this Amendment shall be considered part of and integrated with the Agreement. Except as specifically provided herein, the Agreement shall remain unchanged and in full force and effect; provided that, in the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail for the limited purposes and contexts set forth in this Amendment.
8. **Termination.** The Agreement shall automatically terminate at such time as the LEA no longer utilizes Provider's application at edu.sphero.com, and related applications, and Provider has deleted any and all student data obtained hereunder, pursuant to the terms hereof.

**ACCEPTED AND AGREED TO:**

**Fillmore Central School District**  
**By:** Michael Dodge, Superintendent  
 Name: Fillmore Central SD  
 Title: Director of Technology  
 Electronic Signature of Superintendent

**Sphero, Inc.**  
**By:**   
 Name: Brian Kellner  
 Title: VP, Software